

Congress of the United States
Washington, DC 20515

April 14, 2016

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue NW
Washington, D.C. 20460

Dear Administrator McCarthy:

We request your views on the Drainage Settlement Agreement (Agreement) signed by the Westlands Water District (Westlands) and the U.S. Department of Justice on September 15, 2015, as well as the current "term sheet" outlining a second, near-final draft Agreement between the Department of the Interior and three other contractors in the San Luis Unit of the Central Valley Project (the Northerly Districts). Each of these two documents, attached, will have significant impacts on water quality and other clean water issues in California.

We are also attaching a Congressional Research Service report, *Westlands Drainage Settlement, H.R. 4366, and "Key Concepts" Identified by DOI*, that notes that key elements are missing from the Westlands Settlement agreement compared to earlier proposals presented by the Department of the Interior. This report reinforces our concerns that environmental laws and enforcement by your agency may be one of the only backstops to deficiencies in the settlement agreement.

At a House Natural Resources Committee hearing in March 2016, Bureau of Reclamation Commissioner Estevan López stated the following: "Westlands, once it takes over drainage, the drainage service itself, they would still be responsible for complying with water quality laws that are overseen by the EPA or the State of California. And so that's really the protections that we have."

Given the responsibilities the Environmental Protection Agency (EPA) has in the protection of the environment and enforcement of water quality laws, and the important role that the Interior Department contemplates the EPA to have in the enforcement of this agreement, we are interested in your responses to the following questions:

- 1) Was the EPA consulted during the development of the Westlands Drainage Settlement Agreement? If so, which elements of the settlement reflect that consultation? Has the EPA been consulted in the development of the separate draft Agreement with the Northerly Districts, an agreement which is not a legal settlement?
- 2) In 2007, the EPA wrote to the Bureau of Reclamation stating that "a drainage agreement should be based on clear performance objectives and assure continuous oversight, monitoring, assessment and contingency plans which, if necessary, revisit

terms of the drainage agreement.”¹ The Congressional Research Service report highlights the lack of these protections, but do you believe the 2015 Westlands settlement includes these necessary safeguards?

- 3) The Westlands Drainage Settlement Agreement requires the permanent retirement of 100,000 acres of Westlands farmland. This retirement amount is considerably less than what has previously been recommended by numerous experts and federal agencies. For example, in their March 2007 Record of Decision on the San Luis Drainage Feature Re-evaluation, the Bureau of Reclamation recommended 194,000 acres of land retirement and found 308,000 acres of land retirement to be the National Economic Development Alternative.² The EPA, in its 2007 memo, noted that “land retirement in the Westlands Water District... can be a way of reducing problem drainage.”³ Has the EPA analyzed how the reduced amount of land proposed to be retired in the 2015 Westlands settlement would impact the scale of management, treatment, and disposal of drainage?
- 4) The EPA has previously stated that Westlands’ current contract quantities are “unrealistic given the current and anticipated restraints on deliveries of an oversubscribed Delta system.”⁴ Similarly, the EPA has previously noted that any solution to the drainage issue in the San Luis region, “will have important long-term consequences for the greater San Joaquin region and proposals should be considered in that context.” Has the EPA analyzed what impacts, if any, a permanent export contract for the Westlands Water District may have on water quality, (including groundwater, in the San Joaquin Valley, or on water quality and beneficial uses in the San Francisco Bay-Delta Estuary?
- 5) There is currently legislation pending before Congress (H.R. 4366) that would authorize the Westlands Drainage Settlement Agreement. Has the EPA analyzed how this legislation will impact issues under its jurisdiction? If so, please provide us with a copy of your analysis and your feedback on the Agreement.

We thank you in advance for your response to these critically important questions. Without an adequate drainage plan, agricultural drain water can cause significant harm to California’s environment, migratory birds, and water resources.

¹ Environmental Protection Agency. (2007) Elements of a Drainage Solution for the San Luis Unit Irrigation Contractors, Firebaugh, and Central California Irrigation District (CCID)

²

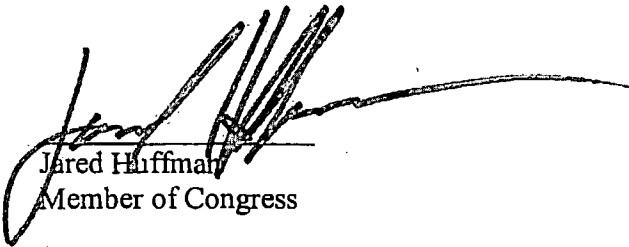
United States Bureau of Reclamation (2007). San Luis Drainage Feature Re-evaluation Record of Decision. Available at: https://www.usbr.gov/mp/sccao/sld/docs/sld_feature_reeval_rod.pdf

³ Environmental Protection Agency. (2007) Elements of a Drainage Solution for the San Luis Unit Irrigation Contractors, Firebaugh, and Central California Irrigation District (CCID)

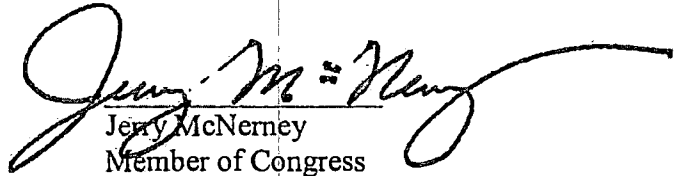
⁴ United States Environmental Protection Agency Associate Director Karen Schwinn. April 16, 2008 Letter to United States Bureau of Reclamation.

The environmental devastation that occurred at the Kesterson National Wildlife Refuge due to toxic agricultural drainage is a stark reminder of the need for a well-thought-out drainage solution. Any solution should be developed with input from regulatory agencies, such as the EPA. We appreciate your feedback on this important matter and look forward to your response.

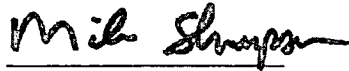
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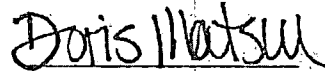
Jared Huffman
Member of Congress




Jerry McNerney
Member of Congress



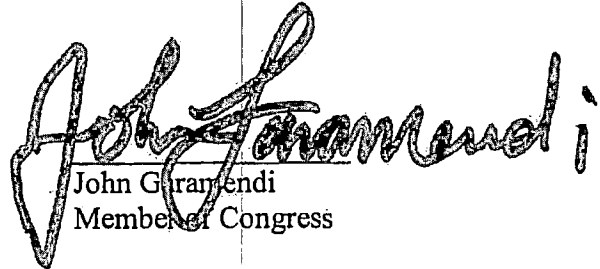
Mike Thompson
Member of Congress



Doris Matsui
Member of Congress

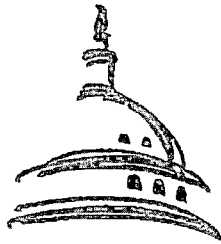


Mark DeSaulnier
Member of Congress



John Garamendi
Member of Congress

CC: The Hon. John Laird, California Secretary for Natural Resources
CC: The Hon. Felicia Marcus, State Water Resources Control Board Chair
CC: The Hon. Sally Jewell, Secretary of the Interior



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MEMORANDUM

March 18, 2016

To: The Honorable Jared Huffman
Attention: Ben Miller

From: Betsy A. Cody, Specialist in Natural Resources Policy, 7-7229

Subject: Westlands Drainage Settlement, H.R. 4366, and “Key Concepts” Identified by DOI

This memorandum responds to your request for a comparison of “key elements” identified by the Obama Administration in developing a balanced approach to resolving legal obligations of the United States in providing drainage service to the Westlands Water District in California with provisions of the September 15, 2015 Westlands drainage settlement¹ and H.R. 4366, the San Luis Drainage Resolution Act (introduced January 12, 2016). The key elements were identified in a September 1, 2010 letter to Senator Dianne Feinstein from the Department of the Interior (DOI).²

Comparison of “Key Elements” of a Drainage Solution to the Westlands Drainage Settlement and H.R. 4366:

In a September 1, 2010, letter from Bureau of Reclamation Commissioner Michael Connor to Senator Dianne Feinstein, the Department of the Interior outlined several key elements that it claimed should be included in a balanced approach to a drainage service solution for the Westlands Water District. In quotations below are excerpts from the DOI letter, including the key elements identified by DOI. After each element, CRS has noted in italics: (1) how the September 15, 2015, settlement agreement—signed by Westlands and the United States—appears to address, or does not address, each element; and (2) how H.R. 4366 appears to address, or does not address, each element in the DOI letter.

Pages 2-5 of the DOI letter provide background and establish parameters for what it describes as a balanced approach to a drainage solution³: “The following are the key elements of a long-term legislative drainage strategy that would accomplish those goals and that the Administration would support in legislation:”

¹ *Agreement Between the United States and Westlands Water District, August 2015*, as filed with the United States District Court for the Eastern District of California (case 1:88-cv-00634-LJO-DLB, document 1001) on September 15, 2015.

² Letter from Michael L. Connor, Commissioner of the Bureau of Reclamation, to Senator Dianne Feinstein, September 1, 2010, (Filed with the United States District Court for the Eastern District of California (case 1:88-cv-OWW-DLB, Document #814) on October 1, 2010).

³ Page 2 of the DOI letter references a “balanced approach that will promote continued sustainable agricultural productivity, lead to improved environmental quality, and increase the reliability of water supply in the Central Valley of California by providing for locally-controlled, timely, and effective irrigation drainage management in the Unit and in areas adjacent to the Unit.”

“Transfer irrigation drainage responsibility to local control: Drainage service should be the responsibility of the individual Unit contractor pursuant to a drainage management plan that complies with applicable state and federal standards.”

1) Paragraph 9(c)(i) of the Westlands drainage settlement would transfer drainage responsibility “in accordance with federal and state law” to the local Westlands Water District. A drainage management plan is not included in the settlement agreement.

2) Section 4(2) of H.R. 4366 relieves the Secretary of the Interior of the duty to provide drainage service to the San Luis Unit (SLU) and declares that each irrigation contractor within the SLU shall be responsible for management of drainage within its boundaries.

“Require plan and performance measures: The districts should be required to prepare a comprehensive drainage management plan with measurable environmental objectives, including water quality and specific enforceable performance measures.”

1) No drainage management plan is included in the settlement agreement, and thus no “measurable environmental objectives,” “water quality,” or “specific enforceable performance measures” are included, other than a general statement under paragraph 9(c)(i) that “Westlands shall agree to be responsible for management of drainage water within Westlands’ boundaries, in accordance with federal and state law, and at its own expense and sole liability.” The agreement also notes that the United States’ obligation to make water available to Westlands is “conditioned on Westlands’ fulfillment of its obligations to manage drainage water within its boundaries.” The settlement agreement does not identify how the U.S. Government, state of California, or other parties will determine whether Westlands is fulfilling or has fulfilled its drainage obligations.⁴ Nor does the agreement address procedures to be taken if there is a disagreement among the parties as to whether Westlands is fulfilling or has fulfilled its drainage obligations.

2) There appears to be no specific requirement for a drainage plan or identification of enforcement measures in H.R. 4366. However, Section 5 of H.R. 4366 directs that the Westlands Water District “shall assume all legal responsibility for the management of drainage water within its boundaries in accordance with Federal and California law, and in accordance with the Westlands Agreement.”

“Require enforcement measures, including the suspension of water deliveries: Reclamation should be directed to stop delivery of CVP water that would go to parcels of land for which the districts fail to provide acceptable drainage service within a specified timeframe.”

1) As noted above, Paragraph 9(c)(i) states that CVP water delivery is “conditioned on Westlands’ fulfillment of its obligations to manage drainage water within its boundaries.” No timeline for such is included in the agreement, and no compliance requirements or guidelines are included other than the statement that Westlands shall provide drainage service in compliance with state and federal law.

2) There appears to be no specific requirement in H.R. 4366 for suspension of water deliveries as an enforcement mechanism, other than to comply with federal and state law and to implement the terms and conditions of the Westlands Agreement.

⁴ A related U.S. court filing states that Westlands “will use a mix of measures which will depend on the varying needs of lands within drainage-impaired areas and which will evolve as conditions change. These measures will include elements identified in Reclamation’s drainage plan, such as land retirement, source control through more efficient irrigation practices, and collection and reuse of shallow groundwater, although the specific mix of elements may differ from Reclamation’s plan.” (*Memorandum of Points and Authorities in Support of Joint Motion for Partial Stay*, Case 1:88-cv-00634-LJO-DLB, document 1002-1, filed on Sept. 23, 2015, p. 11.) The settlement agreement itself does not include or specify such actions.

“Require land retirement: Westlands Water District should be required to permanently retire a minimum of 200,000 acres of the most drainage impaired lands as part of the required drainage management plan. This is consistent with past plans considered by the District. In addition, it is comparable with the number of acres to be retired under Reclamation's ROD (194,000 acres).”⁵

1) The settlement agreement does not call for 200,000 acres to be permanently retired. Rather, paragraph 9(e) calls for retirement of 100,000 acres. According to DOI officials, between 35,000 and 40,000 acres (of this 100,000) have already been retired under earlier settlements and some other lands have been temporarily retired, pending resolution of drainage issues.⁶ Thus, the settlement agreement calls for roughly half the acreage retirement outlined in the 2007 DOI Record of Decision.

2) H.R. 4355 does not specify land retirement; however, Section 3 directs the Secretary to implement the terms and conditions of the Westlands and Northerly District settlement agreements and Section 5 directs that Westlands assume all legal responsibility for drainage within its boundaries.

“Contract quantity consistent with land retirement: Upon development of a plan that will permanently retire 200,000 acres (approximately 30 percent of the agricultural lands in the district), CVP water under long-term contract to Westlands should be reduced to an annual amount of 806,000 acre feet of Project Water for irrigation (which is 70 percent of the amount provided in the existing water service contract) to bring it into balance with the amount of land remaining in production. The legislation should make clear, however, that when less than full contract amounts are available for delivery, the legislation shall not result in Westlands' CVP water supply being reduced by a greater proportion, relative to other south-of-delta CVP contractors, than would have occurred without the legislation, up to 806,000 acre feet. In extremely wet years, nothing in the legislation should prevent Westlands from entering into a contract for additional water on the same terms as other contractors.”

1) The settlement agreement would not reduce the Westlands contract amount. Rather, under paragraph 9(c)(ii) the full contract amount would remain at 1.193 million acre-feet, with the United States having “exclusive right to the use” of CVP water “made available to Westlands in excess of 895,000 acre-feet.” Under current law, the United States holds water rights for the CVP and essentially has the right under Reclamation law and other laws to use the full contract amount for higher priority purposes under law, including meeting obligations to deliver water to senior water rights contractors, environmental purposes, and other contractors with delivery priority ahead of the Westlands Water District. This provision would give Reclamation “exclusive right” to 298,000 acre-feet in years in which Westlands would be allocated more than an approximate 75% of its contracted water supply—a level that has occurred seven times in the past 25 years.⁷

2) H.R. 4355 does not specify a contract quantity consistent with land retirement; however, Section 3 directs the Secretary to implement the terms and conditions of the Westlands and Northerly District settlement agreements and Section 5 directs that Westlands assume all legal responsibility for drainage within its boundaries.

“Reduce or relieve contractors' repayment obligations in recognition of increased upfront drainage obligation: [In] recognition of the districts assuming upfront responsibility for drainage

⁵ “ROD” stands for Record of Decision, which is the endpoint of the environmental impact statement (EIS) review process under the National Environmental Policy Act. Reclamation completed an EIS for Westlands drainage proposals in March, 2007. (www.usbr.gov/mp/sccao_new/west_sjv/sld/docs/sldfr_report/Appendices/AppM-Final.pdf.)

⁶ Briefing held by Department of the Interior officials for House and Senate staff on September 21, 2015.

⁷ Westlands has received greater than a 75% allocation seven times since 1990: in wet water years 1995-1998; above normal water year 2005; wet water year 2007; and most recently, wet water year 2011. (Source: data provided by the U.S. Dept. of the Interior, Bureau of Reclamation, email communication, November 14, 2014, *Total Annual Pumping at Banks, Jones, and Contra Costa Pumping Plants 1976-2014 (MAF)*.)

management within their orders (rather than repaying the U.S. for its investment), we believe legislation should relieve the contractors of all or a portion of their remaining obligation to repay the cost of existing CVP facilities. It should also address a portion of the treatment costs of the exchange contractors. As you know, the exchange contractors have asserted that they are adversely affected by down-slope subsurface drainage from the Unit. While the U.S. does not agree with that assertion, we do believe that assistance in funding treatment costs for the exchange contractors is appropriate as part of a broader resolution of issues."

1) Paragraph 9(c)(iv) would relieve Westlands of "all unpaid capitalized construction costs for the CVP allocated to Westlands as of the date of this Agreement...", which is estimated at \$375 million. The provision further relieves Westlands of any obligation to repay "any costs incurred by the United States prior to the date of this Agreement for purposes of evaluating, planning, or providing drainage to the San Luis Unit (which heretofore were to be reimbursable), or future costs incurred to provide drainage service to lands outside of Westlands' boundaries." In the matter of the exchange contractors, Westlands contends that no water leaves its boundaries; however, as noted by the Administration, above, other nearby districts have disagreed and filed lawsuits accordingly. The settlement agreement provides no assistance in funding treatment costs for the exchange contractors. Further, this provision would absolve Westlands of any duty to address drainage issues outside Westlands' boundaries. Thus, the settlement agreement appears to leave the United States responsible should it be discovered at a future point that contaminated water does leave Westlands' boundaries and affects neighboring lands.

2) Section 7 of H.R. 4366 suspends Westlands repayment obligation as set forth in the settlement agreement and once executed, the repayment contract shall include no repayment obligation (as set forth in the agreement).

"Provide for longer term contract and authorize accelerated repayment: In recognition of the districts taking on the upfront responsibility for drainage service, we could agree to the conversion of the existing water service contracts with the Unit contractors to repayment contracts, provided that the contract quantity is re-evaluated upon completion of the Bay-Delta Conservation Plan, and provided further that the non-financial terms of the contract remain subject to renewal in the future. Under the Central Valley Project Improvement Act (CVPIA), water service and repayment contracts are subject to renewal every 25 years. We could support amending the CVPIA to provide for a longer term for the converted repayment contracts of the San Luis Unit contractors. The districts should also be given the opportunity to accelerate the repayment of any capital obligation to the U.S. under those contracts without penalty. The contract with Westlands Water District should be for the reduced water quantity, as discussed above. Contracts with the other Unit districts should be for the full quantity of water for which they presently contract, unless they retire a portion of their lands."

1) The settlement agreement provides for conversion to a longer term contract as well as accelerated repayment; however, it does not include the provisos that the "contract quantity is re-evaluated upon completion of the Bay-Delta Conservation Plan" or that the "non-financial terms of the contract remain subject to renewal in the future."

2) Section 6(a) directs the Secretary to convert Westlands existing long-term or interim water service ((9)(e)contract) to a repayment contract ((9)(d) contract) for irrigation and municipal and industrial purposes ((9)(c) contract). H.R. 4366 also does not mention the BDCP or CVPIA renewal limit; however, again, Section 3 of H.R. 4366 directs the Secretary to implement the terms and conditions of the Westlands and Northerly District settlement agreements.

"Acknowledge potential impact of the Bay Delta Conservation Plan (BDCP): Legislation that authorizes a longer term contract for Westlands must also recognize potential changes to water supply reliability and environmental requirements that may result from completion of the BDCP."

1) The settlement agreement does not explicitly mention BDCP; however, it does include a provision stating that nothing shall change allocation provisions, and includes shortage language similar to the existing interim contract, which provides for shortage allocations based on actions of the Secretary to meet legal obligations.

2) H.R. 4366 makes no mention of the BDCP, but includes similar (but not identical) shortage allocation language to the existing interim contract and the Westlands settlement agreement.

“Clear and comprehensive shortage provision: The legislation must also make clear that there is no liability for the U.S. if the full amount of contracted water cannot be made available. Further, the legislation should state that the districts will not have a greater certainty to CVP water deliveries than they would have had previously. Without such a provision other districts outside the Unit could be adversely affected.”

1) Paragraph 9(c)(vi) includes shortage condition language similar to, but not identical, to the 2007 interim contract, which has been renewed several times. Following is the language in the settlement agreement (the language from the existing interim contract is provided in footnote 7): “If there is a condition of shortage in the amount of water available for delivery to Westlands because of the exercise of the Secretary’s discretion in allocating water, errors in physical operations of the Project, drought, hydrologic variability, other physical causes beyond the control of the Secretary, or actions taken by the Secretary to meet legal obligations, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.”⁸ The distinction between “beyond the control of the Secretary” and “beyond the control of the Contracting Officer” may affect what circumstances allow for implementation of the shortage provision.

2) Section 6(b)(3) of H.R. 4366 includes a limitation on liability of the United States arising from shortages similar to the shortage provision in contracts and the Westlands agreement, yet slightly different.⁹ Section 6(b)(2) notes that the contract conversion “shall not afford Westlands Water District greater or lesser rights to an annual allocation of project water...”

“End to the litigation: Final resolution of this matter must also include an end to litigation. We believe that any legislation must require that the Unit contractors and exchange contractors waive any past, current, or future drainage claims against the U.S. and dismiss all pending litigation related to Unit drainage if they seek to take advantage of the financial and other benefits offered by the legislation.”

1) Settlement agreement Paragraphs 9(a) and 9(b) call for Westlands and the United States to work together to end the remaining pending drainage lawsuits, the consolidated cases of Firebaugh Canal Co. v. United States, No. 1:88-cv-00634 (E.D. Cal.), and Sumner Peck Ranch, Inc. v. Bureau of Reclamation, No. 1:91-cv-00048 (E.D. Cal.), as well as Etchegoinberry v. United States, No. 1:11-cv-00564 (Fed. Cl.). In Etchegoinberry, Westlands agrees to indemnify the United States against takings liability and to “use its best efforts to obtain a release, waiver and abandonment of all past, present and future claims of each landowner within its service area against the United States arising from the alleged failure by the United

⁸ The existing interim contract shortage provision (Article 12(b)) reads: “If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to meet legal obligations then, except as provided in subdivision (a) of Article 18 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.” (http://www.usbr.gov/mp/cvpia/3404c/lt_contracts/2007_int_cts/2007_interim_westlands_dft.pdf.)

⁹ The limitation on liability found in Section 6(b)(3) of H.R. 4366 states that no liability shall accrue against the United States from a condition of shortage caused by “(A) errors in physical operations of the Project; (B) physical causes beyond the control of the Contracting Officer, including drought; or (C) actions taken by the Contracting Officer to meet legal obligations.”

States to provide drainage service." In Firebaugh, Westlands and the United States will petition the district court to have the judgment in that case vacated. Also, Westlands and the United States will stipulate to the dismissal of the present lawsuit between the two parties.¹⁰

2) H.R. 4366 includes no specific mention of the cases above; however, Section 8(c) notes that upon transfer, Westlands will hold the United States harmless for "any and all claims, cost, damages, and judgments of any kind arising out of any act, omission, or occurrence relating to the transferred facilities, except for such claims, costs, damages arising from acts of negligence committed by the United States or by its employees, agents, or contractors, prior to the date of title transfer, for which the United States is found liable under the Federal Tort Claims Act."

"Renewable energy incentives: It is our understanding that Westlands Water District may be interested in developing renewable energy projects on its retired lands. We strongly support that initiative, and therefore would like to explore with the District opportunities to move such projects forward."

1) Paragraph 9(e) includes "renewable energy projects" in the purposes for which retired lands shall be used; however, there appears to be no other mention of moving such projects forward.

2) H.R. 4366 includes no language on renewable energy incentives; however, Section 3 directs that the Secretary implement the settlement.

"Title transfer: If requested by the districts, we would support authorization to transfer title of federally owned facilities within the Unit that are determined by the Secretary to be appropriate for transfer. These are facilities that generally serve only one district."

1) Paragraph 9(f) directs the Secretary to transfer to Westlands "all right, title and interest, without warranties" in facilities and real property outlined in Attachment B.

2) Section 8 of H.R. 4366 directs the Secretary to transfer title to the San Luis canal system, excluding the main canal, but including internal distribution systems, pumping plants, and related structures and equipment. Section 8(a)(2) includes transfer of Mendota Pool diversion facilities operated by Westlands, and Section 8(a)(3) includes transfer of the Pleasant Valley system. Section 8(a)4-6 include transfer of drainage systems and Reclamation field offices. Section 8(a)(7) includes transfer of "real property interests held by the United States in lands underlying or otherwise associated with the facilities and equipment listed in this subsection." Lastly, Section 8(d) requires compliance with federal and state law before transfers may occur. (CRS has not compared this list with facilities and real property outlined in Attachment B of the settlement agreement.)

As shown above, the settlement agreement and H.R. 4366 depart from the "key elements" in many ways. In some cases, certain key elements are not included in the settlement agreement or the legislation; in others, the agreement addresses only certain aspects of key elements. Comparison of the key elements with the proposed settlement agreement and H.R. 4366 raises several policy and implementation questions, including implications of the agreement for other CVP contractors who might otherwise benefit from a reduced contract supply by Westlands, cost to the federal government for the agreement versus costs avoided,¹¹ and future liability for the United States for drainage damages if any were to occur

¹⁰ Sarah Herman (sherman@crs.loc.gov), Legislative Attorney in the CRS American Law Division, provided the comparison of the settlement agreement to this key element, but did not provide analysis of H.R. 4366.

¹¹ For example, although the federal estimate for a drainage solution is well over \$2 billion, under federal Reclamation law much of the cost would eventually be reimbursed to the federal government by Westlands contractors, assuming an "ability to pay."

outside the Westlands District boundaries. Further discussion of these questions, however, is outside the scope of this memorandum.

I hope this memorandum satisfies your request. Please contact me at 7-7229 or bcody@crs.loc.gov if you have further questions.

MEMORANDUM

August 21, 2007

Re: Elements of a Drainage Solution for the San Luis Unit Irrigation Contractors,
Firebaugh, and Central California Irrigation District (CCID)

From: Carolyn Yale
U.S. Environmental Protection Agency
Region 9

To: Federico Barajas
U.S. Bureau of Reclamation
Mid-Pacific Region

We would like to thank you for the August 9, 2007 briefing on the developing negotiations for a drainage solution in the San Luis Unit. This memorandum, which addresses the drainage component of the negotiations, follows up on your request for our suggestions. These comments are initial ideas from those of us at the U.S. Environmental Protection Agency who participated in the conference call.

We appreciate the opportunity for public discussion of the proposal. Action is much needed to arrest drainage-related damage to lands, water resources, and the environment. However, the current proposal assumes unproven feasibility for complete management, treatment, and disposal of drainage on a regional scale. Experience to date, on much smaller sites, reveals technical problems and unacceptable environmental impacts from various steps in drainage management. Even if resolved in the future, these issues will affect project design, anticipated cost, and scale of key drainage solution elements. In light of these uncertainties, a drainage agreement should be based on clear performance objectives and assure continuous oversight, monitoring, assessment and contingency plans which, if necessary, revisit terms of the drainage agreement.

1. We are concerned about the possibility of implementing a drainage plan which allows continued generation of high volumes of contaminated drainage without the assurance of effective and economic treatment and disposal. This issue needs to be confronted and addressed in the negotiated solution. In contrast to several alternatives evaluated in Reclamation's Drainage Feature Reevaluation, the current proposal has substantially scaled back land retirement in the Westlands Water District, which can be a way of reducing problem drainage. The proposal should clarify the objectives of land retirement, and how 'retired' lands might be used.

Experience in the Northerly Area (Grasslands Bypass Project), work done for Reclamation's Drainage Feature Reevaluation, and the limited, small-scale piloting of solar evaporation, show that to date science and technology have not yielded 'final solutions' for safe and effective treatment, reclamation (of commercial salts, e.g.), and

disposal of drainage. Biotreatment for removal of selenium is problematic because it is not complete and has the potential to yield biologically available organic forms of selenium. Accumulation of residues at various steps in drainage treatment could result in contaminated wastes which simply re-locate the problem.

2. The negotiated solution should identify as fully and accurately as possible the activities—including oversight as well as implementation—which comprise a complete drainage program. Details should be provided on infrastructure and management requirements in collecting and reducing drainage, treatment, and disposal. In particular, more detail is needed on drainage treatment processes under consideration, the extent of process treatment, methods for disposal of residues, and the management and maintenance required to operate these processes. Documentation should be provided to support assumptions regarding performance and environmental effects. The solution should incorporate environmentally protective practices and appropriate environmental mitigation. This information should be the basis of comprehensive cost estimates which extend through the anticipated life of the project (see #3 below).

At present the elements of the drainage proposal from the irrigation contractors (San Luis Unit, CCID, and Firebaugh) are stated generally, particularly for the Westlands Water District, which lacks the drainage implementation experience developed in the Northerly Area through the Grasslands Bypass Project. Nonetheless, as you pointed out, cost estimates provided by the districts for their proposal are substantially below the Reclamation's calculations for the implementation of the selected alternative in the Drainage Feature Reevaluation. The level of detail should allow comparison of the plans from Reclamation and the districts.

3. Given that the proposal from the irrigation contractors is based on their assuming responsibility for implementing a drainage solution, the local parties should assume responsibility for the full costs of generating, managing, and disposing of agricultural drainage. These costs should include environmental monitoring, protection, and mitigation features. The drainage agreement and related actions should support this cost allocation.

4. Environmental mitigation and protection measures should be in a form acceptable to and approved by the federal and state agencies with environmental regulatory responsibilities. We strongly recommend that Reclamation and water districts work with the natural resource agencies, particularly the U.S. Fish and Wildlife Service, to develop this information. The Grasslands Bypass Project is an example of appropriate scope and collaborative process.

5. The agreement should provide for monitoring, assessment and reporting which tracks program implementation; drainage water quality; and effects on surface and ground water, and biota. Costs for these activities should be identified and provided for through the agreement.

6. The solution needs provisions assuring implementation and effective performance, with continuity of oversight from the inception of the solution through the anticipated duration of implementation. These provisions should warrant that the agreed-upon manner and timing of the drainage solution will be implemented, and that proposed significant changes to the drainage plan receive appropriate public review. Assurances include (but are not limited to): (a) agreements regarding responsible oversight entities and adequate authorities and funding for oversight activities (including monitoring); (b) a finance plan which addresses oversight costs; (c) performance schedule and targets with consequences for missed targets, and (d) performance bonds.

7. A drainage solution for the San Luis area will have important long-term consequences for the greater San Joaquin region and proposals should be considered in that context. Subsequent versions of the drainage proposal should include information on the approach (timing, responsibilities, and so forth) for environmental documentation, including compliance with the National Environmental Policy Act, if appropriate, and the California Environmental Quality Act. Issues linked to drainage management practices, such as regional-scale trends in ground water quality at various depths, should be examined in detail. The Regional Water Quality Control Board has documented concern over activities contributing to ground water degradation—for example, in the context of the proposed 25-year Groundwater Pumping/ Water Transfer, which is an action associated with these drainage negotiations (U.S. Bureau of Reclamation/ San Joaquin River Exchange Contractors Water Authority).

In conclusion, we appreciate the opportunity to provide comments during this negotiation period and look forward to a continued dialog. If you have any questions, do not hesitate to contact us.

EPA participants:

Karen Schwinn	(415-972-3472)
Tom Hagler	(.... -3945)
Eugenia McNaughton	(... -3411)
Laura Fujii	(... -3853)
Carolyn Yale	(415-972-3482)

SUMMARY OF TERMSHEET
FOR A PROPOSED SETTLEMENT BETWEEN THE UNITED STATES
AND THE NORTHERLY SAN LUIS UNIT DISTRICTS REGARDING DRAINAGE

I. Introduction

Representatives of the United States and the San Luis Water District, Panoche Water District, and Pacheco Water District, which are the districts within the Northerly Subarea of the San Luis Unit (the "Northerly SLU Districts") are discussing potential resolution of the Federal statutory obligation relating to the provision of drainage service within the service areas of the Northerly SLU Districts. The points below are a summary of a tentative framework for agreement developed to date by the parties.

II. The United States Agrees to:

- A. Relieve the Northerly SLU Districts' of their existing capital repayment obligations. Landowners within the Northerly SLU Districts would be relieved from the acreage and full-cost pricing limitations of Reclamation law (RRA Relief).
- B. Convert the Northerly SLU Districts' existing water service contracts into repayment contracts under § 9(d) of the Reclamation Project Act of 1939. Terms and conditions would be substantially the same as those already contained in the Northerly SLU Districts water service contracts, including shortage provisions.
- C. Authorize transfer to the Panoche Drainage District of the San Luis Demonstration Treatment Plant situated within the San Joaquin River Improvement Project (SJRIIP).
- D. Authorize use and future transfer of title of the San Luis Drain from Milepost 105.72, Check 19 (near Russell Avenue) to Milepost 78.5 (Terminus at Mud Slough) for the conveyance of water during storm events.
- E. Provide financial assistance to Northerly SLU Districts to implement the Westside Regional Drainage Plan (WRDP).
- F. Seek to secure a total of \$70 million in non-reimbursable funds over 7 years that could be expended towards completion of the WRDP or applied to technical support.

III. The Northerly Districts Agree to:

- A. Assume legal responsibility for the management of drainage water generated by the irrigation of lands within its boundaries, in accordance with state and federal law.
- B. Indemnify and hold the United States harmless against any and all claims by individual landowners within such district's boundaries, including any and all claims arising from the alleged failure by the United States to provide drainage or drainage services.

IV. Other Provisions

- A. Amend the San Luis Act to relieve the United States and the Secretary of the Interior of all obligations under that Act to provide drainage or drainage service to the San Luis Unit of the Central Valley Project, including drainage to the Northerly Area Districts. In addition, the legislation is needed to convert the Northerly Districts' contracts, waive repayment obligations, and provide authority for non-reimbursable funds (total of \$70 million).
- B. San Luis Drain: Following the expiration of the Third Use Agreement in 2019, the Northerly SLU Districts have an interest in the continued operation, maintenance, and use of the San Luis Drain to convey storm water runoff. The parties would work to negotiate a new "Stormwater Use Agreement" which is expected to address responsibilities for environmental permitting requirements, monitoring and technological requirements, and liability that may be associated with future operation or discharges from the segment of the San Luis Drain as referenced above.
- C. Termination of Injunctions Directing the United States to Provide Drainage Service: The Northerly SLU Districts would support a motion to the district court in Firebaugh Canal Water Dist. v. United States, CV-F-88-634-LJO/CV-F-91-048-LJO (E.D. Cal.) under Fed. R. Civ. P. 60(b)(5) to vacate that court's 2000 Order Modifying Partial Judgment and all orders requiring the United States to provide drainage service to the San Luis Unit of the CVP.

**AGREEMENT BETWEEN THE UNITED STATES AND WESTLANDS WATER
DISTRICT**

August 2015

For the purpose of disposing of all further judicial, administrative, and contractual claims without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of any party, and for no other purpose, Westlands Water District ("Westlands") and the United States (collectively, "the Parties") stipulate and agree as follows:

1. On June 3, 1960, Congress approved the San Luis Act, Pub. L. No. 86-488, 74 Stat. 156, authorizing the construction of and operation of the San Luis Unit of the Central Valley Project.

2. On June 5, 1963, Westlands entered into a water service contract, Contract No. 14-06-200-495-A (Contract Between The United States And Westlands Water District Providing For Water Service) ("1963 Water Service Contract"), with the Department of the Interior Bureau of Reclamation (Reclamation) pursuant to section 9(e) of the Reclamation Project Act of 1939, and the parties have subsequently entered into interim renewal contracts (collectively, "water service contract and any interim renewals thereof").

3. On April 1, 1965, Westlands entered into a construction repayment contract, Contract No. 14-06-200-2020A (Contract Between The United States And Westlands Water District Providing For The Construction Of A Water Distribution And Drainage Collector System), with Reclamation pursuant to section 9(d) of the Reclamation Project Act of 1939 ("1965 Repayment Contract").

4. On February 4, 2000, the United States Court of Appeals for the Ninth Circuit held that section 1(a) of the San Luis Act requires the Secretary of the Interior ("the Secretary") to provide drainage to the San Luis Unit, while subsequent Congressional enactments left the Secretary with discretion as to the means of satisfying this requirement. *Firebaugh Canal Co. v. United States*, 203 F.3d 568 (9th Cir. 2000).

5. On December 18, 2000, the United States District Court for the Eastern District of California entered an Order Modifying Partial Judgment on Findings of Fact and Conclusions of Law Re: Statutory Duty to Conform to Ninth Circuit Opinion in *Firebaugh Canal Water Dist. v. United States*, Case No. F-88-cv-634-OWW (E.D. Cal.), directing that the Secretary "shall, without delay, provide drainage to the San Luis Unit pursuant to the statutory duty imposed by section 1(a) of the San Luis Act."

6. On March 9, 2007, Reclamation's Mid-Pacific Region issued a Record of Decision selecting a drainage service plan for the San Luis Unit. Reclamation has begun implementing that Record of Decision in a portion of the central sub-unit of Westlands under control schedules provided to the district court and the parties and pursuant to further orders of the district court in the *Firebaugh* litigation.

7. On September 2, 2011, certain landowners within the Westlands service area filed a putative class action in the United States Court of Federal Claims (*Etchegoinberry, et al. v. United States*, No.11-564L (Fed. Cl.)) ("*Etchegoinberry*"),

alleging that the United States' failure to provide drainage service to their lands effected a physical taking of their property without just compensation in violation of the Fifth Amendment.

8. On January 12, 2012, Westlands filed a breach of contract action in the United States Court of Federal Claims (*Westlands Water District v. United States*, No. 12-12C (Fed. Cl.)), alleging that the United States' failure to provide drainage service to Westlands' service area constituted a breach of Westlands' water service contracts and 1965 Repayment Contract. On January 15, 2013, the Court of Federal Claims granted the United States' motion to dismiss. Westlands appealed to the United States Court of Appeals for the Federal Circuit (Fed. Cir. 13-5069).

9. The United States and Westlands subsequently entered into negotiations designed to amicably resolve the parties' claims related to drainage service and have now agreed to settle the above disputes as follows, with each party to bear its own costs, attorney fees, and expenses:

(a) Upon execution of this Settlement Agreement ("Agreement"), Westlands shall cooperate in good faith with the United States in seeking a settlement of *Etchegoinberry*. Unless otherwise agreed to in writing, Westlands and the United States agree that the terms of a proposed settlement of *Etchegoinberry* shall include provisions for the following:

(i) a mutually agreed-upon procedure, whether through class action, joinder, or other means, for settling *Etchegoinberry*;

(ii) if warranted, the conditional intervention by Westlands in *Etchegoinberry* for the limited purpose of settlement;

(iii) the payment of compensation by Westlands to owners of land within Westlands' service area affected by the alleged failure of the United States to provide drainage service;

(iv) subject to final approval, the execution of a settlement agreement contingent upon the enactment of Enabling Legislation;

(v) upon satisfaction of the foregoing terms in this sub-paragraph 9(a), and any other term or terms which may be mutually agreed-upon, the entry of judgment and dismissal with prejudice of all claims asserted, or that could have been asserted, in *Etchegoinberry*; and

(vi) Upon execution of this Agreement, Westlands shall use its best efforts to obtain a release, waiver and abandonment of all past, present and future claims of each landowner within its service area against the United States arising from the alleged failure by the United States to provide drainage service, including, but not limited to, the claims alleged in *Etchegoinberry*. Each release, waiver, and abandonment becomes effective only upon the execution of the 9(d) repayment contract

referenced in paragraph 9(c) ("the 9(d) Repayment Contract"). Upon execution of the 9(d) Repayment Contract, Westlands further agrees to save, hold harmless, and indemnify the United States for all claims described in this paragraph 9(a). Westlands' payment of all such indemnifiable costs, including expenses, attorneys fees, and damages of any kind, shall be due within 180 days of the United States invoicing Westlands.

(b) Within 28 days of the enactment of the Enabling Legislation referenced in paragraph 10 and provided that no party to this Agreement has determined that the Enabling Legislation was enacted with a material change in accordance with paragraph 10,

(i) Westlands agrees to join with the United States in petitioning for the vacatur of the Order Modifying Partial Judgment issued by the *Firebaugh* court referenced in paragraph 5 above, and all subsequent orders directing the United States to implement drainage or control schedules, pursuant to Fed. R. Civ. P. 60(b)(5); and

(ii) Westlands agrees to join with the United States in stipulating to the dismissal of *Westlands Water District v. United States* (Fed. Cl. 12-12C; Fed. Cir. 13-5069) with prejudice.

(c) Upon enactment of Enabling Legislation directing the conversion of Westlands' contract, the Secretary shall initiate and complete all actions necessary to convert Westlands' existing water service contract, or any renewal thereof, entered into under section 9(e) of the Reclamation Project Act of August 4, 1939, 43 U.S.C. § 485h(e), to a repayment contract under section 9(d) of said Act, 43 U.S.C. § 485h(d), upon mutually agreeable terms and conditions. Reclamation's costs in implementing this Agreement shall be recovered in a manner consistent with its policy existing at the time Reclamation undertakes the action. The 9(d) Repayment Contract shall include the following terms:

(i) Westlands shall agree to be responsible for management of drainage water within Westlands' boundaries, in accordance with federal and state law, and at its own expense and sole liability, and the United States' obligation to make water available to Westlands under the 9(d) Repayment Contract shall be conditioned on Westlands' fulfillment of its obligations to manage drainage water within its boundaries.

(ii) The contract total under the 9(d) Repayment Contract shall be 1,193,000 acre-feet per contract year; provided that, during each contract year, subject to the terms and conditions specified in the 9(d) Repayment Contract, the United States shall have the exclusive right to the use of all Central Valley Project ("CVP") water made available to Westlands in excess of 895,000 acre feet for other Project purposes as determined by the Secretary. For purposes of this Agreement, a "contract year" means the twelve months beginning each March 1.

(iii) Westlands shall agree to wheel CVP water made available to Lemoore Naval Air Station under a water service contract, authorized by the Enabling Legislation referenced in paragraph 10, between the Secretary and the Secretary of the Navy for sufficient CVP water to meet the needs of the Naval Air Station, including irrigation, associated with air operations, and under the same terms and conditions as Westlands delivers water to Westlands' contractors.

(iv) Westlands shall be relieved of all unpaid capitalized construction costs for the CVP allocated to Westlands as of the date of this Agreement, as identified in the Central Valley Project Schedule of Irrigation Allocated Construction Costs per Acre-Foot by Contractor, dated January 23, 2014, and the Central Valley Project Schedule of M&I Allocated Construction Costs per Acre-Foot by Contractor, dated February 26, 2014, as adjusted to reflect payments by Westlands not reflected in such schedule, and properly assignable for ultimate return by the contractor. Upon completion of a subsequent or final allocation of capital construction costs expended by the United States and allocated among long-term water service and repayment contractors prior to the date of this Agreement, Westlands shall neither receive a credit nor incur any additional obligation as a result of the subsequent or final allocation of capital construction costs. Westlands shall likewise be relieved of the remaining balance due to the United States pursuant to the 1965 Repayment Contract. Westlands shall have no obligation to repay any costs incurred by the United States prior to the date of this Agreement for purposes of evaluating, planning, or providing drainage to the San Luis Unit, or future costs incurred to provide drainage service to lands outside of Westlands' boundaries.

(v) Notwithstanding the foregoing subsection (iv), the repayment relief afforded to Westlands in subsection (iv) shall not extend to Westlands' operation and maintenance obligations, whether payable to the United States or to an Operating Non-Federal Entity, or to construction costs or other capitalized costs not yet allocated to or incurred by Westlands as of the date of this Agreement, including, but not limited to, costs attributable to the Folsom Safety of Dams modifications or the B.F. Sisk corrective action study or Safety of Dams modifications, or the repayment of future capital costs incurred after the date of this Agreement. CVP construction costs or other capitalized costs allocated to Westlands after the date of this Agreement, and properly assignable to Westlands, shall be repaid in not more than 5 years after notification of the allocation of such amount of less than \$5,000,000. If such amount is \$5,000,000 or greater, such cost shall be repaid as provided by applicable Reclamation law. Power revenues will not be available to aid in the repayment of construction costs allocated to Westlands.

(vi) Notwithstanding the other subsections of this section 9(c), Westlands agrees that the Secretary shall retain all discretion to make water allocation decisions in the CVP consistent with the requirements of current or future-enacted Federal law, including but not limited to the Federal Endangered Species Act and Federal Reclamation law, including the Central Valley Project

Improvement Act and the Enabling Legislation; as well as all applicable California State Water Resources Control Board requirements, and nothing in this Agreement shall limit such discretion. If there is a condition of shortage in the amount of water available for delivery to Westlands because of the exercise of the Secretary's discretion in allocating water, errors in physical operations of the Project, drought, hydrologic variability, other physical causes beyond the control of the Secretary, or actions taken by the Secretary to meet legal obligations, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom. Except as provided in the Enabling Legislation and this Agreement, conversion of Westlands' contract to a 9(d) Repayment Contract shall not afford Westlands any greater or lesser rights to an annual allocation of water than Westlands would have had if Westlands' 9(e) water service contract and any interim renewals thereof had remained in place.

(d) Upon enactment of the Enabling Legislation referenced in paragraph 10, and as a condition of the 9(d) Repayment Contract, Westlands shall be legally responsible for the management of drainage water within Westlands' boundaries.

(e) Within one year of the enactment of the Enabling Legislation referenced in paragraph 10 and provided that neither the United States nor Westlands has determined that the legislation was enacted with a material change in accordance with paragraph 10, Westlands shall permanently retire from irrigated agriculture not less than 100,000 acres of lands within its boundaries by recording on the title of all such retired lands a non-irrigation covenant in favor of the United States. Westlands agrees to identify for the United States all such retired lands and further agrees that the retired lands shall be used for: (1) the management of drainage water, including, with the consent of the United States, which shall not be unreasonably withheld, irrigation of reuse areas; (2) renewable energy projects; (3) upland habitat restoration projects, or (4) other uses to which the United States consents. The lands to be retired pursuant to this subsection 9(e) shall include the lands identified in Attachment A hereto and such additional lands, if any, needed to accomplish the permanent retirement of an aggregate of not less than 100,000 acres of lands within Westlands' boundaries. In the event any lands in Attachment A are not permanently retired from irrigated agriculture, Westlands shall permanently retire substitute lands within its boundaries, so that the aggregate of permanently retired lands is not less than 100,000 acres.

(f) Upon execution of the 9(d) Repayment Contract with Westlands, or as soon thereafter as practicable, the Secretary shall transfer to Westlands all right, title and interest, without warranties, in and to the following described real property or interest in real property, set forth in Attachment B, held in the name of the United States for the benefit of Westlands.

(i) Upon the transfer of the facilities pursuant to this paragraph, Westlands shall be responsible, at its own expense, for the operation and maintenance of the facilities transferred to it; provided that project use power shall be provided for the operation of said facilities.

(ii) Upon the transfer of facilities pursuant to this paragraph and this Agreement, Westlands shall operate and maintain the facilities to provide for the pumping and conveyance of water to enable Reclamation to fulfill its contractual obligations to any Project Water service or settlement contractor that has historically taken delivery of water from said facilities, including but not limited to the City of Coalinga, the City of Huron, and the California Department of Fish & Wildlife (formerly the California Department of Fish & Game); provided, that Westlands shall be entitled to collect from any Project Water service or settlement contractor on whose behalf water is conveyed or pumped, a charge to recover costs of operation and maintenance.

(g) Within eighteen months of the execution of the 9(d) Repayment Contract between the United States and Westlands referenced in paragraph 9(c) above, Reclamation shall, unless enjoined by a court, take all necessary actions to complete the process necessary to implement the exemption from the ownership and full cost pricing limitations of the Reclamation Reform Act of 1982 (96 Stat. 1269) ("RRA") and the ownership limitations provided in any other provision of Federal Reclamation law for lands within Westlands, as directed by the Enabling Legislation. Upon commencement of this process Reclamation will send a conditional exemption letter to Westlands explaining Westlands' RRA responsibilities from the date of the execution of the 9(d) Repayment Contract until Westlands receives a formal exemption from the Commissioner of Reclamation.

(h) Upon enactment of the Enabling Legislation, Westlands' capital repayment obligation and payments under its existing water service contracts and the 1965 Repayment Contract shall be suspended until the execution of the 9(d) Repayment Contract, and upon execution of the 9(d) Repayment Contract between the United States and Westlands referenced in paragraph 9(c) above, Westlands shall receive a credit against future operation and maintenance costs payable to the United States in the amount of the capital costs and payments under the existing water service contracts and the 1965 Repayment Contract paid by Westlands between the date of this Agreement and the date of enactment of the Enabling Legislation.

10. This Agreement is contingent upon the enactment of legislation, a copy of which is set forth in Attachment C ("Enabling Legislation"). If the Enabling Legislation set forth in Attachment C is not enacted into law by January 15, 2017, unless such date is mutually agreed by Westlands and the United States in writing to be extended, this Agreement shall become voidable by any Party to this Agreement. In addition, enactment of the Enabling Legislation as set forth in Attachment C is material and essential to this Agreement. If either Party to this Agreement determines that such legislation was enacted with material changes, and that Party provides written notice of such determination to the other Party within 14 days of enactment, this Agreement shall become voidable upon the election by either Party to the Agreement. Provided, that before either Westlands or the United States may exercise its right to void this Agreement based on material changes in the legislation, it shall provide thirty days written notice to the other Party of its intent to exercise its right to void this Agreement, and the Parties shall thereafter meet and confer. If this Agreement becomes null and void pursuant to

this paragraph 10, the Parties agree not to move this Agreement into evidence or otherwise present it in any judicial or administrative proceeding. In the event this Agreement becomes null and void, nothing in this Agreement creates any right of action or may be used by or against any Party for any purpose.

11. This Agreement has been approved by the United States. This Agreement has been approved by Westlands Water District.

12. Upon the enactment of Enabling Legislation subject to the provisions of paragraph 10 and dismissal of *Westlands Water District v. United States* (Fed. Cl. 12-12; Fed. Cir. 13-5064) with prejudice, Westlands releases, waives, and abandons all claims, known and unknown, asserted or unasserted in *Westlands Water District v. United States* against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the United States' provision of drainage service or lack thereof within Westlands' boundaries, or otherwise involved in this case, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort.

13. Upon the enactment of Enabling Legislation subject to the provisions of paragraph 10 and vacatur of the Order Modifying Partial Judgment issued by the *Firebaugh* court in 2000, and all subsequent orders directing the United States to implement drainage or control schedules, Westlands releases, waives, and abandons all claims and cross-claims, known and unknown, asserted or unasserted in *Firebaugh Canal Water Dist. v. United States*, Case No. 88-cv-0634-LJO (E.D. Cal.) ("*Firebaugh*"), and *Sumner Peck Ranch v. United States*, Case No. 91-cv-048-LJO (E.D. Cal.) ("*Sumner Peck*"), against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the United States' provision of drainage service or lack thereof within Westlands' boundaries, or otherwise involved in *Firebaugh* or *Sumner Peck*, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort.

14. Upon execution of the 9(d) Repayment Contract:

(a) Westlands releases, waives, and abandons all claims against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the provision of drainage service or lack thereof within Westlands' boundaries, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort;

(b) Westlands agrees to cooperate in good faith with the United States in the defense of any claim then pending or subsequently brought by a past, present or future landowner within Westlands' boundaries against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the provision of drainage service or lack thereof within Westlands' boundaries, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort; and

(c) Westlands agrees to save, hold harmless, and indemnify the United States for all claims described in this paragraph 14. Westlands' payment for

indemnifiable costs, expenses, attorney fees, and damages of any sort shall be due within 180 days of the United States invoicing Westlands.

15. This Agreement is in no way related to or concerned with income or other taxes for which Westlands is now liable or may become liable in the future as a result of this Agreement.

16. Westlands warrants and represents that to its knowledge no action or suit, other than those identified in this Agreement, with respect to the provision of drainage service, is pending and that it will not file in or submit to any other court, administrative agency, or legislative body any claim related to the provision of drainage service within its boundaries. Westlands further warrants and represents that it has made no assignment or transfer of all or any part of its rights arising out of or relating to the claims advanced in this suit.

17. Implementation of the provisions of this Agreement shall not alter the repayment obligation of any other long-term water service or repayment contractor receiving water from the Central Valley Project, or shift any costs to other such contractors that would otherwise have been properly assignable to Westlands absent this action, including operations and maintenance costs, construction costs, or other capitalized costs allocated to Westlands after the date of this Agreement.

18. This Agreement is for the purpose of settling the above-described disputes, and for no other. Accordingly, this Agreement shall not bind the Parties, nor shall it be cited or otherwise referred to, in any proceedings, whether judicial or administrative in nature, in which the Parties or counsel for the Parties have or may acquire an interest, except as is necessary to effect the terms of this Agreement.

19. This Agreement binds any and all future successors and/or assigns of Westlands.

20. The expenditure or advance of any money or the performance of any obligation by the United States, in any of its capacities, under this Agreement shall be contingent upon appropriation of funds therefor. No liability shall accrue to the United States, in any of its capacities, in the event funds are not appropriated.

21. The Parties reserve the right to amend this Agreement upon mutually agreeable terms.

22. The signatory for Westlands represents that he has been and is authorized to enter into this Agreement on behalf of Westlands Water District.

23. Counsel for the United States represent that he or she has been and is authorized to enter into this Agreement on behalf of the United States.

24. This document constitutes a complete integration of the Agreement between the Parties and supersedes any and all prior oral or written representations, understandings or agreements among or between them.


25. This Agreement is binding upon and shall inure to the benefit of Westlands and the United States. This Agreement is not intended to and shall not be interpreted in a manner so as to confer rights on persons or entities who are not Parties hereto, or to create intended or expected third party status on any such non-party.

26. No Member of or Delegate to Congress, Resident Commissioner, or official of Westlands shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

27. Nothing in this Agreement shall be construed to deprive any federal official of the authority to revise, amend, or promulgate regulations. Nothing in this Agreement shall be deemed to limit the authority of the executive branch to make recommendations to Congress on any particular piece of legislation.

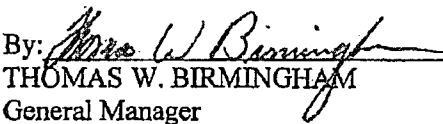
28. The Parties shall cooperate with one another in the implementation of this Agreement.

UNITED STATES OF AMERICA

By: 
JOHN G. CRUDEN
Assistant Attorney General
United States Department of Justice
Environment and Natural Resources Division

Dated: 9/15/15

WESTLANDS WATER DISTRICT

By: 
THOMAS W. BIRMINGHAM
General Manager

Dated: 9/15/2015



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

**OFFICE OF THE
REGIONAL ADMINISTRATOR**

The Honorable Mike Thompson
231 Cannon House Office Building
U.S. House of Representatives
Washington, D.C. 20515

Dear Congressman Thompson:

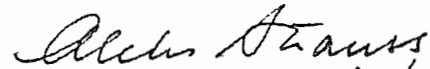
Thank you for your letter of April 14, 2016, to U.S. Environmental Protection Agency Administrator Gina McCarthy regarding a drainage settlement agreement signed last fall by the Westlands Water District and the U.S. Department of Justice (Agreement), as well another potential agreement between the Department of the Interior and other contractors in the San Luis Unit of the Central Valley Project (the Northerly Districts). Administrator McCarthy has asked me to respond to your letter on her behalf.

The Department of Justice and the Department of Interior briefed EPA during the development of the Agreement with Westlands. Our comments, which focused on matters that the EPA thought should be left outside the scope of the Agreement, were taken into consideration. DOJ and DOI have also consulted us in the development of the potential agreement with the Northerly Districts, and it is the EPA's understanding the agency will be consulted further as that process continues. With regard to the impact of the land retirement called for in the Agreement or a possible permanent export contract for Westlands, the EPA has typically relied on others such as the State Water Resources Control Board or the Regional Water Quality Control Boards, who have the technical expertise and relevant local knowledge for such analysis.

In the mid-1990's, EPA was instrumental in working with a broad group of stakeholders to develop the Grasslands Bypass Project on the west side of the San Joaquin valley. In light of EPA's experience in that process, EPA was asked in 2007 to participate in a series of agency and stakeholder discussions aimed at creating a similarly broad drainage solution for the Westlands service area. The 2007 memo mentioned in your letter provides initial comments on what would be needed for a comprehensive solution, but the discussions ultimately were not fruitful because the participants could not arrive at consensus on key issues. The litigating parties to the Agreement then turned to resolving the specific issues in the litigation that is the subject of the Agreement. The Agreement is thus narrower in scope and does not attempt to achieve the broader solution sought in 2007, relying instead on existing regulatory programs for achieving environmental results. We have not yet analyzed how the pending legislation that would authorize the Agreement might affect issues under our jurisdiction.

Thanks again for your interest in protecting California's environment. If you have further questions, please contact me or your staff may call our Congressional Liaison, Brent Maier, at maier.brent@epa.gov or (415)-947-4256.

Sincerely,

A handwritten signature in cursive script that reads "Alexis Strauss".

Alexis Strauss

Acting Regional Administrator

1 June 2016

Congress of the United States
Washington, DC 20515

April 4, 2016

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency (EPA)
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Dear Administrator McCarthy:

We are writing to urge you to give proper consideration to the inclusion of pool covers in the EPA's WaterSense program.

The WaterSense program has made incredible progress in offering consumers an easy and verified way to use less water with water-efficient products. By opting for products with the WaterSense label, consumers can conserve water and save money without sacrificing performance. Existing WaterSense products help save billions of gallons of water annually, but we believe there are many additional products which would benefit from partnering with the program.

Pools that utilize a cover reduce evaporation from heat loss and provide significant water savings. A Department of Energy study has shown evaporation is the root cause of up to 70 percent of the energy lost in pools. If a pool cover was used, residential homeowners' yearly cost savings were calculated in the thousands of dollars across all geographic regions of the country.

As you know, many pool owners do not utilize covers due to short-term cost considerations. Providing a means to differentiate the most efficient products will raise consumer awareness and allow point of sale conversations on long-term benefits of using a pool cover.

In the past, WaterSense has focused on products that are ubiquitous. But it is worth noting that there are over 5 million residential pools in the United States, many of which are located in states with significant water resource challenges. Currently, less than 10 percent utilize an automatic pool cover. It is estimated that if the industry was able to expand U.S. market penetration by an additional 10 percent, another 4.5 billion gallons of water could be saved annually.

We share the goal of helping consumers determine the return on investment for water-efficient products. We believe that inclusion of pool covers in the WaterSense program would allow consumers to make a more educated decision, which could lead to significant water and money savings. It is our understanding that the pool cover industry is willing to shoulder the cost of

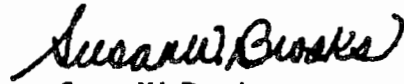
additional research, protocol, and standards development by a recognized and trusted third party verification body. We urge you to give the proposal from the pool cover industry full and fair consideration.

Thank you for your consideration of this request. We look forward to working with you to expand the WaterSense program. Please contact Brendan Larkin in Rep. Tonko's Washington, D.C. office at (202) 225-5076 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Tonko".

Paul D. Tonko
Member of Congress

A handwritten signature in black ink, appearing to read "Susan W. Brooks".

Susan W. Brooks
Member of Congress



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAY - 3 2016

OFFICE OF WATER

The Honorable Paul Tonko
House of Representatives
Washington, D.C. 20515

Dear Congressman Tonko:

Thank you for your April 4, 2016, letter to the U.S. Environmental Protection Agency regarding pool covers and the EPA's WaterSense program. We appreciate your acknowledgment of the success of the WaterSense program in saving water and your interest in identifying additional opportunities for the program's future.

EPA WaterSense staff met with representatives of the Association of Pool and Spa Professionals (ASPS) and member companies on March 16, 2016, to discuss their interest in seeing the program develop a specification for pool covers. The ASPS is specifically interested in a specification for automatic pool covers, which they maintain are more efficient than non-automatic covers.

In developing specifications, WaterSense must take many factors into consideration to ensure that it is putting its limited resources towards efforts that will offer the greatest water savings. The program is evaluating a number of products and only has the capacity to move forward with a limited number at a time. We acknowledge that pool covers can help to significantly reduce evaporation, which has the benefit of saving both water and energy. However, because this type of product is very different from those which the program has typically managed, we need to consider many issues and engage our stakeholder community as we assess its potential.

We were pleased to see that the ASPS and its members have carried out preliminary research to help make their case and that they are willing to carry out additional efforts to help us to determine if a specification would be able to differentiate covers that offer greater efficiency and performance than a non-labeled cover. We look forward to ongoing engagement with the industry and communicating the benefits that pool covers can provide to consumers.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Matt Klasen in the EPA's Office of Congressional and Intergovernmental Relations at klasen.matthew@epa.gov or (202) 566-0780.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joel Beauvais", is written over a light blue horizontal line.

Joel Beauvais
Deputy Assistant Administrator

KELLY A. AYOTTE
NEW HAMPSHIRE

COMMITTEES:
ARMED SERVICES

COMMERCE

HOMELAND SECURITY &
GOVERNMENTAL AFFAIRS

BUDGET

SMALL BUSINESS

16-0007215

United States Senate

WASHINGTON, DC 20510

(202) 224-3324

144 RUSSELL BUILDING
WASHINGTON, DC 20510

1200 ELM STREET, SUITE 2
MANCHESTER, NH 03101

144 MAIN STREET
NASHUA, NH 03060

14 MANCHESTER SQUARE, SUITE 140
PORTSMOUTH, NH 03801

19 PLEASANT STREET, SUITE 13B
BERLIN, NH 03570

April 15, 2016

The Honorable Gina McCarthy
Administrator
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Dear Administrator McCarthy:

I write regarding the perfluorooctanoic acid (PFOA) water contamination several cities and towns in New Hampshire are experiencing. Recently, I met with officials from the communities of Merrimack, Litchfield, Bedford and Londonderry, as well as the Merrimack Village District (MVD), who shared with me an update on this situation, as well as many concerns.

My constituents shared with me that there are multiple types of tests used to measure the PFOA level in water. I understand there is a 537 test, as well as a 537 modified test, and that the sensitivity of the tests is different. They also shared with me that one test measures PFOA levels down to 5 parts per trillion (ppt), while the other effectively measures only down to 20 ppt. Given the confusion that exists, I encourage the Administration to set a standard testing practice for measuring the level of PFOA in water so that test results will be uniform and directly comparable.

The New Hampshire Department of Environmental Services (NHDES) recently announced it would expand its testing scope for private wells within a 1.5-mile radius of the Saint-Gobain Performance Plastics facility in Merrimack. Additionally, I understand bottled water is being distributed to Litchfield residents who live within a one-mile radius of Saint-Gobain's facility, as well as to those residents whose well tests have shown levels of more than 100 ppt of PFOA. The increase in residents receiving bottled water is a precautionary measure due to the significant delay in receiving test results for residents' water. It has been communicated to me that there is a bottleneck of testing results due to the small handful of facilities currently testing for PFOA levels in water and NHDES informed residents not to expect more than 20 test results released per day. What is the capacity of the current PFOA testing infrastructure within the EPA and in the private sector currently available to the EPA, States, Municipalities, Water System Operators and homeowner?

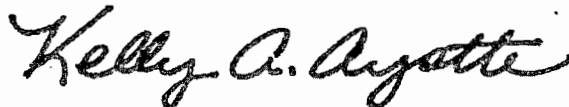
As you recall, on March 28, 2016, I wrote you asking for the expedited release of the new health advisory standard for PFOA. I again urge you to expedite the determination and release of the new health advisory standard so that residents

know whether their water is safe, local officials are able to respond to concerned residents, and water treatment professionals working to design treatment systems have a clearly defined objective. The current patchwork of advisories and action levels set by the EPA and individual states creates uncertainty and adds to public concern. It is imperative the communities trying to address these issues have the most current information.

Finally, I understand EPA staff have not attended and participated in all public meetings regarding water contamination issues in New Hampshire thus far. Going forward, I respectfully request that EPA send appropriate staff to any public meetings to help answer questions and address concerns that local residents may have.

Thank you for your attention to this critically important matter, I look forward to your timely response.

Sincerely,

A handwritten signature in cursive script that reads "Kelly A. Ayotte". The signature is written in dark ink and is positioned above the printed name and title.

Kelly A. Ayotte
U.S. Senator



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 POST OFFICE SQUARE, SUITE 100
BOSTON, MA 02109-3912

May 9, 2016

OFFICE OF THE
REGIONAL ADMINISTRATOR

The Honorable Kelly A. Ayotte
United States Senate
144 Russell Building
Washington, DC 20510

Dear Senator Ayotte:

Thank you for your most recent letter dated April 15, 2016, regarding perfluorooctanoic acid (PFOA) water contamination in cities and towns in New Hampshire.

As you know, the Environmental Protection Agency (EPA) is currently working with communities across the United States, including many in New Hampshire, to monitor for the presence of six perfluorinated compounds (PFCs) in drinking water, including PFOA and perfluorooctanesulfonic acid (PFOS), in accordance with EPA's Unregulated Contaminant Monitoring Rule (UCMR). The UCMR provides EPA and other interested parties with scientifically valid data on the occurrence of contaminants in drinking water. These data serve as a primary source of occurrence and exposure information that the agency uses to develop regulatory decisions. All laboratories conducting analyses for PFCs in conjunction with the UCMR must receive EPA approval to perform those analyses. In many instances, UCMR data has identified potential sources of PFCs that are being further investigated.

EPA Method 537, Version 1.1, is the established and approved UCMR3 method for the determination of selected perfluorinated alkyl acids, including PFOA and PFOS, in finished drinking water. Laboratories approved for UCMR3 were required to follow this standard method to ensure the results generated nationally were uniform. The list of laboratories approved to analyze PFC samples using EPA Method 537 under UCMR3 is available at <https://www.epa.gov/sites/production/files/2015-10/documents/lablist.pdf>. The list includes both commercial laboratories, and laboratories that are state or water system operated. Other laboratories may use Method 537 for samples/matrices not part of the UCMR3 program.

In some instances, laboratories may modify methods to meet specific needs of the project. In the case of Method 537, EPA is aware of modifications being made for a number of reasons including: 1) reporting concentrations for more than the six PFCs included in the method; 2) use of the method for non-aqueous matrices (i.e., soil); and 3) increasing precision/accuracy of the reported data.

Given the increased awareness and workload associated with PFCs, EPA's New England Regional Laboratory (NERL) is currently developing the capacity to run Method 537 in our Chelmsford, Massachusetts facility. Region 1 is undertaking this effort in order to increase the

overall capacity for Method 537 analysis associated with EPA programs and to support our state partners. NERL has been adapting equipment and testing the methodology over the last several weeks. We expect to be able to start analyzing samples collected by EPA, EPA's contractors, and the states by the end of May. Several other EPA regional laboratories are considering whether to add Method 537 analysis to their list of services.

In addition to Region 1's efforts related to our analytical capabilities related to PFCs, and in order to provide additional resources to address the PFC contamination in the Merrimack area, EPA Region 1 will be sampling environmental media (primarily groundwater) at a number of additional sites in Merrimack in the coming weeks. The intent of this work, which is being performed at the request of NHDES, is to provide NHDES with data to answer questions regarding the possible presence of PFCs at additional locations. This information will help further the collective understanding of the scope of the situation and the direction of future actions. Such locations include sites where PFC-containing wastes may have been disposed of, or where PFCs may have been used for some purpose. At this time, the USEPA's work is in support of the NHDES.

EPA is using the best, peer reviewed science to develop lifetime health advisory (HA) levels for the PFCs, PFOA and PFOS. The agency expects to finalize and release these HAs in spring 2016. Lifetime HAs, are non-regulatory concentrations in drinking water at or below which adverse health effects are not anticipated to occur over a lifetime of exposure. HAs assist federal, state, tribal and local officials, and managers of drinking water systems in protecting public health when these chemicals are present in drinking water. When finalized, these lifetime HAs will supersede earlier provisional HAs for PFOA and PFOS.

EPA, Region 1 will continue to work collaboratively with NHDES in support of their efforts to address the presence of PFCs in the southern New Hampshire. We have and will continue to attend public meetings where EPA has been directly involved in the work. EPA will consider attending future public meetings where our attendance is helpful and beneficial. We thank you for your continued advocacy for the residents of New Hampshire.

Sincerely,



H. Curtis Spalding
Regional Administrator

cc: Bryan Olson/EPA OSRR
Nancy Barmakian/EPA OSRR
Arthur Johnson/EPA OEME
Ken Moraff/EPA OEP

AL-16-000-8195

KELLY A. AYOTTE
NEW HAMPSHIRE

144 RUSSELL BUILDING
WASHINGTON, DC 20510

COMMITTEES:
ARMED SERVICES

1200 ELM STREET, SUITE 2
MANCHESTER, NH 03101

COMMERCE

144 MAIN STREET
NASHUA, NH 03060

HOMELAND SECURITY &
GOVERNMENTAL AFFAIRS

United States Senate

WASHINGTON, DC 20510
(202) 224-3324

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PORTSMOUTH, NH 03801

BUDGET

19 PLEASANT STREET, SUITE 13B
BERLIN, NH 03570

SMALL BUSINESS

May 16, 2016

The Honorable Gina McCarthy
Administrator
Environmental Protection Agency
1200 Pennsylvania Ave, NW
Washington, DC 20460

Dear Administrator McCarthy:

I write regarding the ongoing perfluorooctanoic acid (PFOA) water contamination issue affecting several New Hampshire communities. The need for the Environmental Protection Agency (EPA) to address uncertainty regarding the level of PFOA in drinking water which should prompt treatment before the water is used is immediate and growing. My constituents have alerted me to research released on-line recently by Megan Romano, a postdoctoral scholar in the Brown University School of Public Health as part of a study lead by Joseph Braun, Brown University assistant professor of epidemiology, which reported that "women with the top quartile serum PFOA concentrations during pregnancy had a 77 percent greater risk of ending any breastfeeding by three months and a 41 percent greater risk of ending any breastfeeding by six months compared to women with the lowest quartile PFOA concentrations. These should be on our radar as chemicals that might be affecting women's ability to breastfeed.¹"

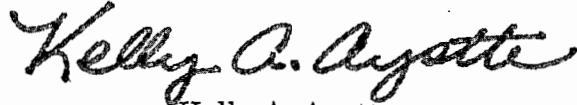
As you know, on March 28, 2016, as well as on April 15 and 19, I have written to the EPA urging the expedited release of the new health advisory standard for PFOA chemicals, as well as requesting detailed information as to when the new standard will be released. While my letters have been acknowledged, I have not yet received a substantive response to any of the questions presented. It is imperative that local officials and residents have the most accurate information to ensure the safety of water resources.

I reiterate my request for the expedited release of the long-term exposure health advisory standard for PFOA so that residents know whether their water is safe, local officials are able to respond to concerned residents, and water treatment professionals working to design treatment systems have a clearly defined objective.

¹ <https://news.brown.edu/articles/2016/05/pfoa>

Thank you for your attention to this critically important matter, I look forward to a prompt response.

Sincerely,

A handwritten signature in cursive script that reads "Kelly A. Ayotte". The signature is fluid and elegant, with the first letters of each word being capitalized and prominent.

Kelly A. Ayotte
U.S. Senator



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN 21 2016

OFFICE OF WATER

The Honorable Kelly A. Ayotte
United States Senate
Washington, D.C. 20510

Dear Senator Ayotte:

Thank you for your letters supporting development of lifetime drinking water health advisories for Perfluorooctanoic Acid. The U.S. Environmental Protection Agency is committed to working with states and public water systems under the Safe Drinking Water Act to protect public health and reduce exposure to PFOA and Perfluorooctane Sulfonate in drinking water.

On May 19, 2016, the EPA established health advisories for PFOA and PFOS based on the agency's assessment of the latest peer-reviewed science to provide drinking water system operators, and state, tribal and local officials with information on the health risks of these chemicals, so they can take the appropriate actions to protect their residents. The EPA has established the health advisory levels at 70 parts per trillion to provide Americans, including the most sensitive populations, with a margin of protection from a lifetime of exposure to PFOA and PFOS from drinking water. When both PFOA and PFOS are found in drinking water, the individual and combined concentrations should be compared with the 70 parts per trillion level.

Detailed information about the new advisories and the supporting science may be found at <https://www.epa.gov/ground-water-and-drinking-water/drinking-water-health-advisories-pfoa-and-pfos>. The new advisories replace the provisional health advisories that the agency issued in 2009 for PFOA and PFOS.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Cathy Davis in the EPA's Office of Congressional and Intergovernmental Relations at Davis.CatherineM@epa.gov or (202) 564-2703.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Beauvais".

Joel Beauvais
Deputy Assistant Administrator

16-000-7914



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

APR 28 2016

OFFICE OF
CHIEF FINANCIAL OFFICER

The Honorable Jason Chaffetz
Chairman
Committee on Oversight and Government Reform
U.S. House of Representatives
Washington, D.C. 20515

Dear Mr. Chairman:

I am transmitting the U.S. Environmental Protection Agency's response to the February 2016 Government Accountability Office report entitled, *Bee Health: USDA and EPA Should Take Additional Actions to Address Threats to Bee Populations* (GAO-16-220). The EPA prepared this response pursuant to 31 U.S.C. 720.

The EPA appreciates the GAO's efforts to examine federal activities related to the important issue of bee health. The EPA agrees with the three summary recommendations for the EPA in the final report, and as noted in the draft report, already has significant actions underway to implement these recommendations. For example, the agency has worked with states and tribes to begin developing managed pollinator protection plans. The EPA has collaborated with multiple stakeholders to meet our commitments under the agency's May 2015 "National Strategy to Promote the Health of Honey Bees and Other Pollinators" (National Strategy). In June 2014, the EPA released harmonized guidance on assessing the risk of pesticides to bees and other pollinators, working in collaboration with Health Canada's Pest Management Regulatory Agency and the California Department of Pesticide Regulation.

The EPA will continue its efforts to protect and improve bee health, basing its regulatory decisions on the best available science. More details on the EPA's activities to implement the recommendations are contained in Appendix V of the final report.

GAO Recommendation:

To better ensure that EPA is reducing the risk of unreasonable harm to important pollinators, we recommend that the Administrator of EPA direct the Office of Pesticide Programs to develop a plan for obtaining data from pesticide registrants on the effects of pesticides on non-honey bee species, including other managed or wild, native bees.

EPA Response:

The EPA has a multifaceted approach to addressing the potential threats to pollinators, including honey bees (*Apis mellifera*) and non-*Apis* bees. The EPA has been working with our regulatory counterparts in the Organization for Economic Cooperation and Development (OECD) and with the international

research community to develop new test methods to assess the effects of pesticides on pollinators including *Apis* and non-*Apis* bees. While there remain several scientific challenges to assessing some of the other bee species such as social and solitary bees native to North America, the EPA anticipates that suitable protocols may be available for acute toxicity testing of bumble bees (*Bombus spp.*) in late 2016, and similar testing for mason bees (*Osmia spp.*) may be available in 2017. Before requiring studies on additional bee species, the EPA will ensure that these protocols have been properly vetted scientifically.

The EPA's peer reviewed risk assessment guidance for bees assumes that honey bees are a reasonable surrogate for other species of native non-*Apis* bees. While new scientific test methods are in development, the EPA will continue to monitor the public literature regarding the potential impacts of pesticides on native pollinators. Where public literature data meet the agency's guidelines for the use of open literature in the EPA risk assessments (<https://www.epa.gov/pesticide-science-and-assessing-pesticide-risks/guidance-identifying-selecting-and-evaluating-open>), we will consider those data in our evaluations as part of the Registration Review program. However, because well-vetted scientific test methods do not currently exist for assessing the potential impacts of pesticides on other non-*Apis* bee species, the agency believes it is premature to set a timeline for requiring these additional studies.

GAO Recommendation:

To help comply with the directive in the White House Pollinator Health Task Force's strategy, we recommend that the Administrator of EPA direct the Office of Pesticide Programs to identify the pesticide mixtures that farmers and pesticide applicators most commonly use on agricultural crops to help determine whether those mixtures pose greater risks than the sum of the risks posed by the individual pesticides.

EPA Response:

The EPA agrees that there is an opportunity to identify some commonly used tank mixtures, such as tank mixes of actives, inerts, adjuvants and/or surfactants. Assessing mixtures, especially those involving different pesticide classes and/or modes of action, is challenging because the potential universe of plausible and efficacious combinations in agricultural production is enormous. Determining which specific combinations (and ratios) are most germane to test tank mixtures would be challenging to identify at the national level, as such data are not currently available to the EPA and may not in fact even exist in any form. Nevertheless, the EPA is exploring making use of California Pesticide Use Reporting data to identify chemical combinations that are used in particularly vulnerable scenarios (e.g., almonds, blueberries, cherries during pollination services) in that state. To address this recommendation, the EPA will conduct a case study of honey bees in almond crops, and determine the most commonly used tank mixtures for this scenario, by November 2017.

GAO Recommendation:

To provide Congress and the public with accurate information about the schedules for completing the registration reviews for existing pesticides required under FIFRA, we recommend that the Administrator of EPA disclose in its PRIA implementation reports, or through another method of its choosing, which registration reviews have potentially inaccurate schedules and when it expects those reviews to be completed.

EPA Response:

The EPA is committed to providing transparent and accurate information to the public on the status of all Registration Review cases and especially those potentially affecting the health of bees. To that end, the EPA will make available on a website its schedule for re-evaluating existing pesticides under Registration Review, and will update it on an annual basis. The EPA plans to make the website available for public access by the end of April 2016.

Overall, we are pleased that the GAO final report recognizes the EPA's continuing efforts to protect and enhance bee health and that these efforts are consistent with the overall mission of the EPA across multiple taxa. These efforts are also consistent with the goals and metrics identified within the National Strategy for protecting bee health, and illustrate that tangible progress is occurring.

The agency appreciates the opportunity to review and comment on the GAO's final report. If you have any questions, please contact me or your staff may contact James Blizzard by email at blizzard.james@epa.gov, or by phone at (202) 564-1695.

Sincerely,



David A. Bloom
Deputy Chief Financial Officer

May. 3. 2016 12:04PM

16-00-7785

No. 5813 P. 2

JOHNNY ISAKSON
GEORGIA

<http://isakson.senate.gov>

131 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-3643

ONE OVERTON PARK
3625 CUMBERLAND BOULEVARD, SUITE 970
ATLANTA, GA 30339
(770) 661-0999

United States Senate

WASHINGTON, DC 20510

May 3, 2016

VETERANS' AFFAIRS
CHAIRMAN

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FINANCE

HEALTH, EDUCATION,
LABOR, AND PENSIONS

SUBCOMMITTEE ON
EMPLOYMENT AND WORKPLACE
SAFETY, CHAIRMAN

FOREIGN RELATIONS

Ms. Nichole Distefano
Associate Administrator for Congressional and Intergovernmental Relations
Environmental Protection Agency
1200 Pennsylvania Avenue, Nw, Room 3426 Arn
Washington, D.C. 20460

RE: Bruce Grogg

Dear Ms. Distefano:

Please find enclosed correspondence I received from the above-referenced constituent. I would appreciate your review of this information in accordance with established policies and procedures. Upon completion of your review, please forward clarification of your findings to the address below.

In the event my office may be of further assistance, please do not hesitate to contact Charles Spry at (770) 661-0999. Thank you for your efforts in this matter, and I look forward to hearing from you soon.

Sincerely,



Johnny Isakson
United States Senate

Enclosure (s)
One Overton Park, Suite 970
3625 Cumberland Blvd
Atlanta, GA 30339
ATTN: Charles Spry



2111 Eisenhower Avenue
Alexandria VA 22314-4695

703.838.0083
703.849.0493 fax
www.APSR.org

Richard Gottwald
President & CEO

January 14, 2015

Veronica Blette
Chief, WaterSense Branch
Environmental Protection Agency
1200 Pennsylvania Avenue, NW; Mail Code 4204M
Washington, DC 20460

Dear Ms. Blette:

On behalf of manufacturers represented by the Association of Pool & Spa Professionals (APSP), we request to join in partnership with the WaterSense program. Earlier this year four of the largest U.S. manufacturers of swimming pool covers joined forces to form the Water Conservation Coalition within APSP.

For purposes of future correspondence, please use the following address for APSP:

2111 Eisenhower Avenue, Suite 500
Alexandria, VA 22314
P: 703/838-0083

All four companies have U.S. operations and will submit location details for your files if that is a necessary step to move forward.

Each company is available to work with your technical staff to identify which suite of products provides the greatest savings in water usage, allowing for product differentiation and improved consumer awareness. If and when these products receive the WaterSense label, each company plans to market them extensively to the U.S. consumer.

Each company also agrees to maintain a certification listing for products receiving the WaterSense label. To encourage your department to pursue a specification development process for pool covers, we call your attention to a study conducted by the U.S. Department of Energy. The study compared the USD\$ savings for outdoor pools in different regions of the country. Evaporation was the root cause of up to 70% of the energy loss. If a pool cover was used, residential home owners yearly cost saving were calculated in the thousands of dollars, in all geographic regions of the country.

However, some pool owners decline to purchase covers due to short term cost considerations. Providing a means to differentiate the most efficient products will raise consumer awareness and allow point of sale conversations on long term benefits. And, more importantly, will reduce evaporation from heat loss and provide tangible water savings nationwide.

Members of the coalition are planning a trip to Washington, DC in March of 2015 and welcome the opportunity to provide additional background to you and your staff. We will also meet with policy makers on Capitol Hill who have expressed interest on national water conservation matters.

We hope this letter will encourage a future productive dialog and help the industry connect with consumers on important matters of water conservation and beneficial cost savings.

Thank you in advance for your consideration.

Sincerely,

Regards,

A handwritten signature in black ink, appearing to read 'Rich Gottwald', with a long horizontal stroke extending to the right.

Rich Gottwald
President & CEO



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAY 25 2016

OFFICE OF WATER

The Honorable Johnny Isakson
One Overton Park, Suite 970
3625 Cumberland Boulevard
Atlanta, Georgia 30339

Dear Senator Isakson:

Thank you for your May 3, 2016, letter to the U.S. Environmental Protection Agency regarding pool covers and the EPA's WaterSense program. We appreciate your interest in the WaterSense program and in identifying additional opportunities for the program's future.

EPA WaterSense staff met with representatives of the Association of Pool and Spa Professionals (ASPS) and member companies on March 16, 2016, to discuss their interest in seeing the program develop a specification for pool covers. The ASPS is specifically interested in a specification for automatic pool covers, which they maintain are more efficient than non-automatic covers.

In developing specifications, WaterSense must take many factors into consideration to ensure that it is putting its limited resources towards efforts that will offer the greatest water savings. The program is evaluating a number of products and only has the capacity to move forward with a limited number at a time. We acknowledge that pool covers can help to significantly reduce evaporation, which has the benefit of saving both water and energy. However, because this type of product is very different from those which the program has typically managed, we need to consider many issues and engage our stakeholder community as we assess its potential.

We were pleased to see that the ASPS and its members have carried out preliminary research to help make their case and that they are willing to carry out additional efforts to help us to determine if a specification would be able to differentiate covers that offer greater efficiency and performance than a non-labeled cover. We look forward to ongoing engagement with the industry and communicating the benefits that pool covers can provide to consumers.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Matt Klasen in the EPA's Office of Congressional and Intergovernmental Relations at klasen.matthew@epa.gov or (202) 566-0780.

Sincerely,

A handwritten signature in black ink, which appears to read "Joel Beauvais", is written over a horizontal line.

Joel Beauvais
Deputy Assistant Administrator

United States Senate

WASHINGTON, DC 20510

May 9, 2016

The Honorable Gina McCarthy
Administrator
Environmental Protection Agency
1200 Pennsylvania Ave, NW
Washington, D.C. 20460

The Honorable Robert Kaplan
Acting Regional Administrator
Environmental Protection Agency – Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Dear Administrator McCarthy and Acting Regional Administrator Kaplan,

I am writing regarding the Petition for Corrective Action or Withdrawal of National Pollutant Discharge Elimination System (NPDES) Program Delegation from the State of Wisconsin, which was filed on October 15, 2015 by Wisconsin residents, including several retired and previous employees of the Wisconsin Department of Natural Resources (DNR). It is my understanding that EPA Region 5 staff have engaged in productive dialog with the petitioners and the DNR in response to the petition. However, now that the petition process is underway, the petitioners have key requests of the agency that deserve response. I ask that you continue to work with the petitioners to address the following concerns they have passed along to me.

First, the petitioners have called for a discrete and reasonable timeframe for EPA's response to their petition, including regular updates about interim steps being taken by EPA and DNR. Given that EPA is working with DNR to correct issues with NPDES program delegation, an understanding of these interim steps and the time they may take are especially important to the petitioners. I ask that you also provide these updates to my office without delay.

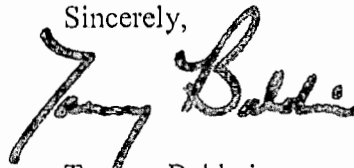
Second, the petitioners have requested a public hearing in response to the petition, so that interested members of the public have a forum to share input on this matter with both EPA and DNR. Given the erosion of public trust in oversight over water quality and protection of drinking water sources, especially in the wake of the water crisis in Flint, Michigan, there is strong public concern that the agencies charged with preserving environmental protections are not adequately reviewing environmental concerns that arise. I urge you to explore all options available to engage the public, including holding public hearings, and then offer meaningful opportunities for the public to provide comments related to the issues addressed in this petition.

Finally, the petitioners have asked for transparency in understanding the issues EPA is addressing related to the administration of the NPDES program delegation. Specifically, they would like to see the public posting of a document tracking DNR's progress towards addressing deficiencies, which EPA indicated it would create in a February 9, 2016 letter to the DNR. Additionally, the petitioners have identified concerns in addition to the deficiencies listed in the 2011 legal deficiency letter from EPA to DNR and have requested they be addressed. These include issues with the timeframes for review of expired permits, timely updates of the WPDES program to comply with federal laws and regulations, adequacy of DNR staff resources to

address WPDES program deficiencies, and concerns that state judicial review processes limit citizen permit appeal rights in a manner that no longer meets federal requirements.

Over the past many months, I have heard from constituents across Wisconsin who have expressed concerns about the degradation of environmental protections in our state. Public confidence in both the EPA and DNR has diminished and many people believe the agencies are not taking adequate steps to uphold environmental protections. The petition filed last fall highlights many of these concerns in a manner that allows for EPA and DNR to review issues raised and engage citizen petitioners—many of whom spent their careers in service to preserving the quality and health of Wisconsin's environment—in an important discussion of water quality issues in our state, and actions necessary to continue to protect public health and the environment. As you continue your work to respond to this petition, I urge you to address the issues raised in a prompt, public and transparent manner.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tammy Baldwin". The signature is fluid and cursive, with the first name "Tammy" written in a larger, more prominent script than the last name "Baldwin".

Tammy Baldwin
United States Senator

AL-16-000-7980



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGIONAL ADMINISTRATOR
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUN 10 2016

The Honorable Tammy Baldwin
United States Senate
Washington, D.C. 20510

Dear Senator Baldwin:

Thank you for your letter of May 9, 2016 regarding the "Citizen Petition for Corrective Action or Withdrawal of NPDES [National Pollutant Discharge Elimination System] Program Delegation from the State of Wisconsin" which was filed on October 15, 2015. You requested that the U.S. Environmental Protection Agency continue to work with the petitioners to address their concerns. On May 25, 2016 my staff held a conference call with Colleene Thomas of your office to provide information on how EPA will be addressing the concerns outlined in your letter. A summary of that information is provided below.

First, your letter notes that the petitioners have requested a "discrete and reasonable" timeframe for EPA's response to their petition, including regular updates about interim steps toward corrective actions being taken by EPA and the Wisconsin Department of Natural Resources (WDNR). As discussed with Ms. Thomas, a specific timeframe for overall resolution of the petition cannot be given at this time. EPA is working to finalize a protocol which establishes our plan to investigate the allegations raised in the petition and to reach resolution. In this process, we have and will continue to engage in a substantive dialog with the petitioners and will ensure that there is a publicly accessible means of providing regular updates. We will provide expected timeframes for completion of interim steps as progress is made. We have also committed to have quarterly update briefings with your office, with the next one scheduled for August.

Second, you note that the petitioners have requested a public hearing in response to the petition to ensure that interested members of the public have a forum for providing input to both EPA and WDNR. At this time, we do not feel a public hearing is appropriate. A public meeting and hearing is usually held to provide information and obtain comments after EPA develops draft findings based on our investigation of the allegations made in the petition. We are aware of the need to provide a meaningful opportunity for members of the public to share their views during the petition process. We have received over 40 letters providing additional information in support of the petition. We consider these letters to be part of the concerns raised in the petition, and during our call with Ms. Thomas we committed to providing an update to these citizens to

manner, noting that the allegations raised in the petition are a discrete set of claims which we are committed to investigating and resolving. During our call we also committed to Ms. Thomas that we will look at additional avenues for providing information and for receiving public input outside of a public hearing.

Finally, your letter notes that the petitioners have requested transparency in understanding EPA's process for addressing and resolving, together with WDNR, the allegations raised in the petition. It is our goal to track the resolution of regulatory and rule correction issues that were identified in our July 18, 2011 letter to WDNR in a publicly-available document, posted to our website, which we will update as WDNR completes necessary actions. We are committed to posting the tracking document by the end of June. We committed to Ms. Thomas to provide your office an advance copy of this document prior to posting. Regarding additional concerns identified by the petitioners that go beyond the issues identified in EPA's letter of July 18, 2011, we will be addressing those as outlined in our protocol for investigating the allegations in the petition. Documents developed related to those additional concerns, including our final investigation protocol, will be posted to our website. The EPA website where the Wisconsin petition related information can be found is <https://www.epa.gov/wi/npdes-petition-program-withdrawal-wisconsin>.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Denise Fortin or Ronna Beckmann, the Region 5 Congressional Liaisons, at 312-886-3000.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Kaplan". The signature is fluid and cursive, with a large initial "R" and "K".

Robert A. Kaplan
Acting Regional Administrator

16-060-8098

GWEN MOORE
4TH DISTRICT, WISCONSIN

COMMITTEE ON
FINANCIAL SERVICES
HOUSING AND INSURANCE
MONETARY POLICY AND TRADE, RANKING MEMBER
COMMITTEE ON BUDGET
DEMOCRATIC STEERING AND
POLICY COMMITTEE



WASHINGTON OFFICE:
2245 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-4572

DISTRICT OFFICE:
316 N. MILWAUKEE ST, SUITE 406
MILWAUKEE, WI 53202
(414) 297-1140
FAX: (414) 297-1086

Congress of the United States

House of Representatives

May 13, 2016

The Honorable Gina McCarthy
Administrator
Environmental Protection Agency
1200 Pennsylvania Avenue N.W.
Washington, DC 20460

Dear Administrator McCarthy,

I write to express strong concerns about the Intended Use Plan (IUP) being developed by the State of Wisconsin, outlining how it intends to use Drinking Water State Revolving Funds in Fiscal Year 2016. I believe it deserves additional intensive scrutiny by the Environmental Protection Agency to ensure that it complies with federal law and adequately supports efforts to help the threat posed by lead service lines.

In the last year, concerns about lead in drinking water have been prominent as a result of the unfortunate situation facing the City of Flint, Michigan. It is estimated that in the State of Wisconsin, there are an estimated 176,000 Lead Service Lines (LSL). Of that amount, about 70,000 serve residences in the City of Milwaukee.

As noted by the CEO of the American Water Works Association, "[a]s long as there are lead pipes in the ground or lead plumbing in homes, some risk remains" of lead leaching into water. One way to permanently address this threat is to remove pipes containing lead through which drinking water flows, including LSL's. As a part of its IUP, the State of Wisconsin is proposing to use principal forgiveness funds specifically to help Wisconsin communities address the challenge of replacing LSL's that were installed in thousands of Wisconsin homes many decades ago. That decision is welcomed. Given the prevalence of LSL's in the City of Milwaukee, it is hard to see how any State plan to address the public health challenges posed by these pipes would not target efforts in the city where the majority of such lines exist.

However, the State proposed IUP would arbitrarily cap assistance to the city of Milwaukee at \$750,000, or about 6%, of the total amount being made available statewide. This cap will unfairly limit the city with the largest concentration of LSL's serving homes from adequately addressing this public health threat for tens of thousands of residents. It is baffling that the criteria for apportioning these funds did not take into consideration the number or percentage of LSL's in the municipality, and that there is no apparent requirement to do so.

Further, the IUP provides no justification for this limit, other than the size of the city, which supports the argument that it is arbitrary, capricious, and harmful to helping achieve the goals of the Safe Drinking Water Act.

The EPA has the responsibility to ensure that states are using federal funds in compliance with federal laws. As you review the state's plans, I urge you to closely scrutinize this element and ensure that the State of Wisconsin clearly demonstrates how its proposed allocation will protect all Wisconsinites from lead in their drinking water. A state should not be able to claim to be advancing federal law while doing something, that on its face, appears quite contradictory to some of those goals.

I appreciate your timely consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Gwen Moore", is written over a circular stamp. The stamp contains the text "Gwen Moore" and "MEMBER OF CONGRESS".

Gwen Moore
MEMBER OF CONGRESS

Cc: Robert A. Kaplan, Acting Regional Administrator. EPA Region 5



Tom Barrett
Mayor, City of Milwaukee

May 10, 2016

Ms. Robin Schmidt
Environmental Loans Section Chief
Wisconsin Department of Natural Resources
PO Box 7921
Madison WI 53707-7921

RE: Community Financial Assistance - CF/2, Safe Drinking Water Loan Program
Intended Use Plan

Ms. Schmidt:

Thank you for the opportunity to comment on the Safe Drinking Water Loan Program Intended Use Plan (IUP) for Federal Fiscal Year 2016 Funds.

The IUP, and the accompanying release of additional principal forgiveness funds, is an important first step in recognizing the challenge many Wisconsin communities face replacing lead service lines (LSL) that were installed to provide municipal water to thousands of Wisconsin homes 65 years or more ago.

To provide you with some context, Milwaukee Water Works (MWW) estimates there are 70,000 residential properties in the city served by LSL. Based on prior experience, the cost to replace private LSL in Milwaukee ranges from \$2,300 to \$7,200, with an average cost of \$3,600. To achieve the public health benefit of replacement, and in anticipation of forthcoming federal standards, the private side of the LSL should be replaced in conjunction with the public side. That is best done at the same time as our water main replacement program, or when an individual LSL is leaking and replacement is needed.

In our most recent rate case, the Public Service Commission required Milwaukee to increase the miles of water mains replaced to 15 miles per year, increasing to 20 miles per year by 2020. This means we need to coordinate the replacement of the full (public and private) LSL at each connecting property to fully protect the health of the residents along those projects. We will continue to work with you and the PSC, as well as the State Division of Health, to develop effective and efficient practices for full replacement.

The agency awards annual capitalization grants to each state, through the Drinking Water State Revolving Fund program. The DWSRF capitalization grants allow state drinking water programs to provide funding to local communities to support drinking water infrastructure improvement projects, including treatment systems to remove contaminants from drinking water. In addition, up to 31 percent of each DWSRF capitalization grant awarded to the state can be used for a variety of drinking water activities that help augment the implementation of the state's drinking water program. Eligible uses of set-aside funding include helping to support state staff in the implementation of the public water system supervision, capacity development, operator certification and wellhead/source water protection programs.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Cathy Davis in the EPA's Office of Congressional and Intergovernmental Relations at Davis.CatherineM@epa.gov or (202) 564-2703.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joel Beauvais", written in a cursive style.

Joel Beauvais
Deputy Assistant Administrator

Congress of the United States
Washington, DC 20515

May 19, 2016

Administrator Gina McCarthy
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Office of the Administrator, 1101 A
Washington, DC 20460

Dear Administrator McCarthy,

On January 14, 2016, the undersigned members of Congress wrote to you to request information about the U.S. Environmental Protection Agency's (EPA) plan to embed U.S. federal employees in countries that are part of the United Nations Framework Convention on Climate Change (UNFCCC). EPA's goal in embedding these employees abroad is apparently to help these countries monitor their progress towards meeting the non-binding emissions targets that were set at the 21st annual session of the Conference of Parties (COP 21). You discussed this plan in your comments before the Council on Foreign Relations in January, where you stated that your job "was to explain to countries that this isn't punishment, this is opportunities [*sic*] here[.]"¹

On April 22, 2016, over three months after we requested a response from you and one month after you personally committed to providing answers to our questions in a joint subcommittee hearing to discuss the EPA's budget request, we received a letter from Acting Assistant Administrator Janet McCabe. In this letter, the Acting Assistant Administrator indicated that the EPA itself does not plan to deploy U.S. federal employees overseas as a result of the 21st annual session of the Conference of Parties (COP 21). Rather, U.S. federal employees from several different agencies, including the Department of State, will "provide assistance" to UNFCCC participating countries to fulfill obligations under Article 4 of the UNFCCC.

Accordingly, we request a detailed explanation of the collaboration between the U.S. Department of State, the U.S. Agency for International Development (USAID), the EPA, and other U.S. government agencies related to the "capacity building" and "expert advice." As part of this explanation, we ask that you specifically include:

1. A list of federal departments or agencies involved in the "collaboration" within the federal government to provide international assistance pursuant to the UNFCCC;

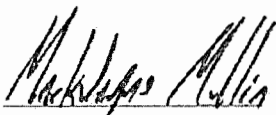
¹ Council on Foreign Relations Events, *U.S. Environmental Regulation After the Paris Climate Talks, A Conversation with Gina McCarthy*, Jan. 7, 2016, available at <http://www.cfr.org/united-states/us-environmental-regulation-after-paris-climate-talks/p37410> (last accessed April 20, 2016).

Congress of the United States
Washington, DC 20515

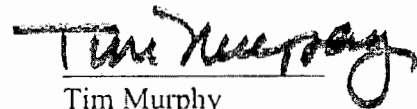
2. The total amount of federal dollars that have been spent to date, and the total amount of federal dollars that the Administration estimates will be spent over the next ten years, for providing assistance to other countries pursuant to the UNFCCC;
3. The number of federal employees currently working abroad in any agency that have any responsibilities related to the Paris accord, including the employing agency and type of work that is performed;
4. The number of federal employees that EPA or other federal agencies plan to deploy abroad that will have responsibilities related to the Paris accord over the next year, including the employing agency and type of work that is performed; and
5. A breakdown of the budgets for the EPA and the Department of State related to capacity building projects in other countries, which you committed to provide at the March 22 hearing.

Please provide your response to these questions as soon as possible, but by no later than June 10, 2016. If you have any questions, please contact Liz Payne of Congressman Mullin's staff at (202) 225-2701.


Sincerely,



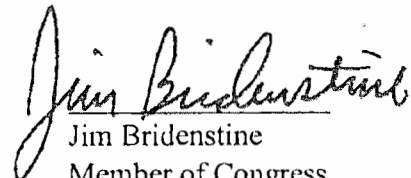
Markwayne Mullin
Member of Congress



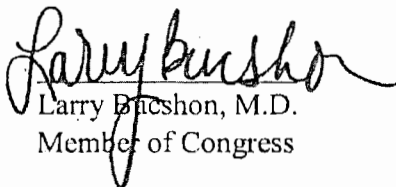
Tim Murphy
Member of Congress



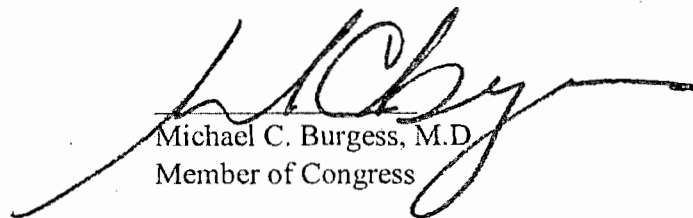
Joe Barton
Member of Congress



Jim Bridenstine
Member of Congress



Larry Bucshon, M.D.
Member of Congress

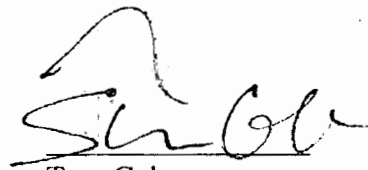


Michael C. Burgess, M.D.
Member of Congress

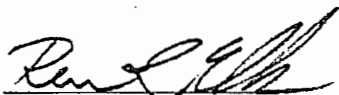
Congress of the United States
Washington, DC 20515



Chris Collins
Member of Congress



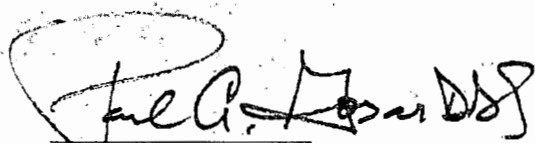
Tom Cole
Member of Congress



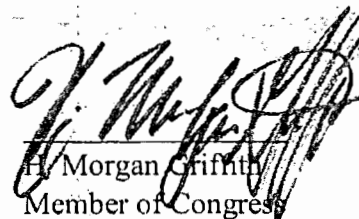
Renee Ellmers
Member of Congress



Bill Flores
Member of Congress



Paul A. Gosar, D.D.S.
Member of Congress



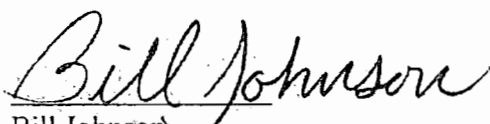
H. Morgan Griffith
Member of Congress



Brett Guthrie
Member of Congress



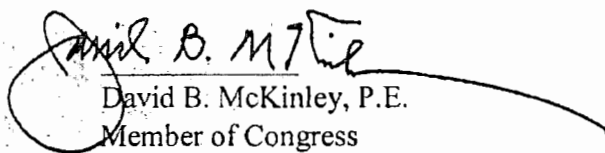
Richard Hudson
Member of Congress



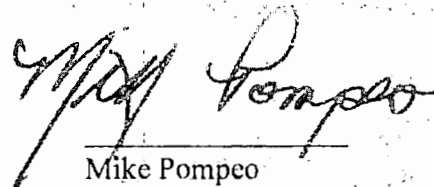
Bill Johnson
Member of Congress



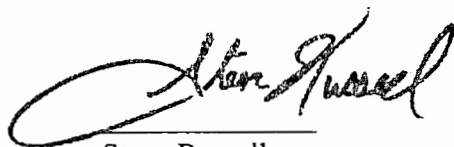
Frank D. Lucas
Member of Congress



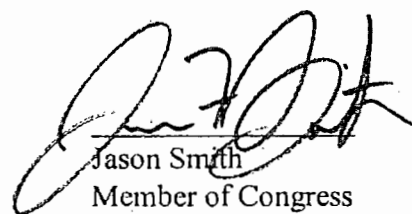
David B. McKinley, P.E.
Member of Congress



Mike Pompeo
Member of Congress

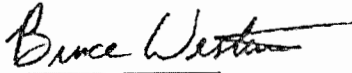


Steve Russell
Member of Congress



Jason Smith
Member of Congress

Congress of the United States
Washington, DC 20515

A handwritten signature in cursive script, reading "Bruce Westerman".

Bruce Westerman
Member of Congress



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

AUG 3 0 2016

OFFICE OF
AIR AND RADIATION

The Honorable Joe Barton
U.S. House of Representatives
Washington, D.C. 20515

Dear Congressman Barton:

Thank you for your letter of May 19, 2016, to U.S. Environmental Protection Agency Administrator Gina McCarthy regarding the EPA's collaboration with other federal agencies to provide technical assistance under the United Nations Framework Convention on Climate Change (UNFCCC). The Administrator asked that I respond on her behalf.


Consistent with obligations under Article 4 of the UNFCCC, the EPA works in collaboration with the U.S. Agency for International Development (USAID), U.S. Department of State, U.S. Department of Agriculture and U.S. Department of Interior to provide assistance to developing countries by means of capacity building tools and expert advice on quantifying and tracking their greenhouse emissions in an accountable and transparent manner. Under Article 12 of the UNFCCC, all countries party to the agreement must communicate a national greenhouse gas (GHG) inventory and information related to achievement of the convention objectives.

An example of the collaboration noted above is the interagency agreement the EPA has with USAID. The scope of the agreement with USAID is to develop tools to assist countries to track their greenhouse gas emissions in an accountable and transparent manner for submission to the UNFCCC under Article 12, providing expert advice via information sharing, targeted technical assistance, workshops, and facilitating data sharing among economic modelers to improve representation of developing countries in integrated assessment models.

The EPA does not have any employees permanently stationed overseas with responsibilities related to the Paris Agreement, nor does the EPA plan to deploy staff overseas to other countries with responsibilities related to the Paris Agreement. Regarding your questions about staff and resources across the federal government, since the EPA is not the lead or coordinating agency for international climate change assistance, the information above describes only the EPA's direct involvement and not the activities or resources of other federal agencies.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Kevin Bailey in the EPA's Office of Congressional and Intergovernmental Relations at bailey.kevinj@epa.gov or 202-564-2998.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet G. McCabe", with a stylized flourish at the end.

Janet G. McCabe
Acting Assistant Administrator

ROBERT C. "BOBBY" SCOTT
3RD DISTRICT, VIRGINIA

COMMITTEE ON
EDUCATION AND THE WORKFORCE
RANKING MEMBER



Congress of the United States
House of Representatives
Washington, DC 20515-4603

WASHINGTON:
1201 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TEL: (202) 225-8351
FAX: (202) 225-8354

NEWPORT NEWS:
2800 WASHINGTON AVENUE, SUITE 1010
NEWPORT NEWS, VA 23607
TEL: (757) 380-1000
FAX: (757) 928-8854

RICHMOND:
400 NORTH 8TH STREET, SUITE 430
RICHMOND, VA 23219
TEL: (804) 644-4845
FAX: (804) 644-8026

WWW.BOBMYSCOTT.HOUSE.GOV

May 18, 2016

Ms. Laura Vaught
Associate Administrator for Congressional
and Intergovernmental Relations
Environmental Protection Agency
1200 Pennsylvania Ave, NW, Room 3426 ARN
Washington, DC 20910

Dear Ms. Vaught:

Enclosed is correspondence from my constituent, Mr.

Exp 6

Mr. Watts has asked for my assistance regarding an drainage issue in his local community. Mr. *E. L.* states in his letter that there has been an ongoing drainage issue in his community and as a result, the water backs up into crawl spaces and alleys. Mr. *E. L.* has tried to reach out to the Virginia Department of Environment Quality (DEQ) but they have not been responsive and he would like for the Environmental Protection Agency to assist.

I would appreciate your looking into this matter and responding to my Legislative Assistant Christina Ingram at 400 N. 8th Street Suite 430 Richmond, VA 23219.

Thank you for your attention to this matter.

Sincerely,

Robert C. "Bobby" Scott
Member of Congress

RCS/CI

ROBERT C. "BOBBY" SCOTT
3RD DISTRICT, VIRGINIA

COMMITTEE ON
EDUCATION AND THE WORKFORCE
RANKING MEMBER



Congress of the United States
House of Representatives
Washington, DC 20515-4603

WASHINGTON
1201 CONGRESS HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TEL: (202) 225-8351
FAX: (202) 225-8354

NEWPORT NEWS
2000 WASHINGTON AVENUE, SUITE 1010
NEWPORT NEWS, VA 23607
TEL: (757) 225-1000
FAX: (757) 225-5504

RENEWABLE
400 NORTH 8TH STREET, SUITE 400
RENEWABLE, VA 22119
TEL: (804) 644-4444
FAX: (804) 644-4444

WWW.ROBERTSCOTT.HOUSE.GOV

Constituent Consent and Information Form

Name: (Please print) EX. 6

MAY 10 REC'D

Social Security Number: EX. 6

Home Address: EX. 6

Home of Record: EX. 6

Home Telephone EX. 6 Work Telephone EX. 6

Agency Involved EPA

Do you have an attorney? No ☒ Yes ☐

If Yes, Attorney's Name & Number: _____

I, EX. 6, hereby request and authorize Congressman Robert C. "Bobby" Scott, Representative of the Third Congressional District of Virginia, and/or his staff, to make an inquiry on my behalf in regards to the information provided on this form.

Signature: EX. 6 Date: 5/10/2016

Request of the Congressman (Summary):

ATTACHED



5/2/2016

We have an ongoing drainage issue in my community in eastern Henrico County, a county which surrounds the City of Richmond, Va. The issue is being caused by storm water runoff from a county owned alley that is not being maintained by the county which owns it. The result is water backup in the crawl spaces on the properties which border the county alley. The only individual solution is sump pumps in the crawl spaces which pump the water back into the alley from where it came. There is a storm sewer inlet at one end of the alley but the county will not spend the resources to divert the water to the inlet. Lack of planning when the subdivision was developed is the cause of the problem.

The state DEQ has been unresponsive. Is there any assistance that can be received from the EPA?

EX-66
21.33

I had a phone call from a contractor for the EPA on my answering machine today who said they might have some idea how to soak up the water.

Can I forward you some pictures of the problem we are facing?

5/10/2016

This morning I had a phone call from Henrico County public works and they restated their position that they will not even cut the grass and the overgrowth on their own property which is impeding the drainage.

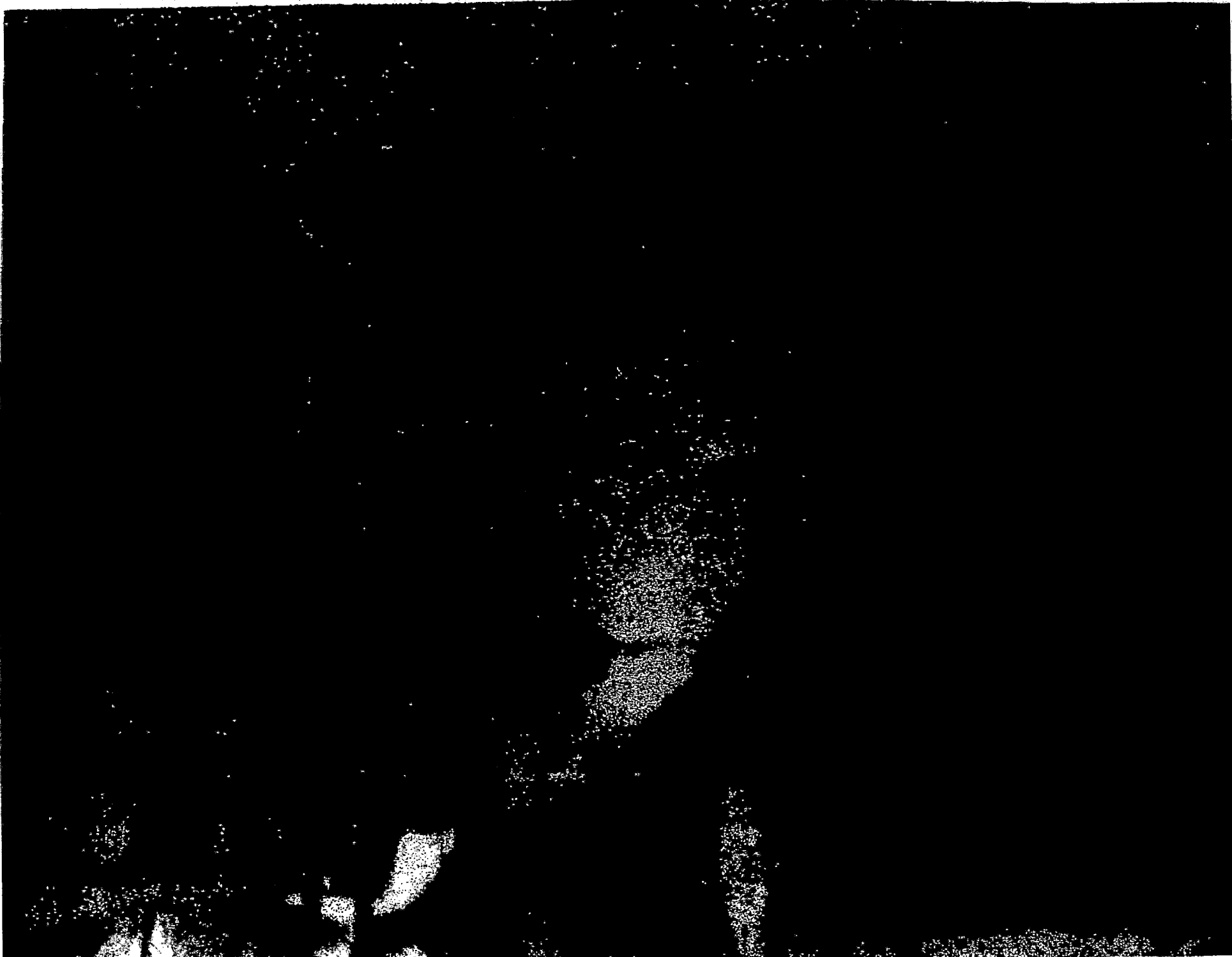
The reason given was lack of funding for maintenance of alleys.

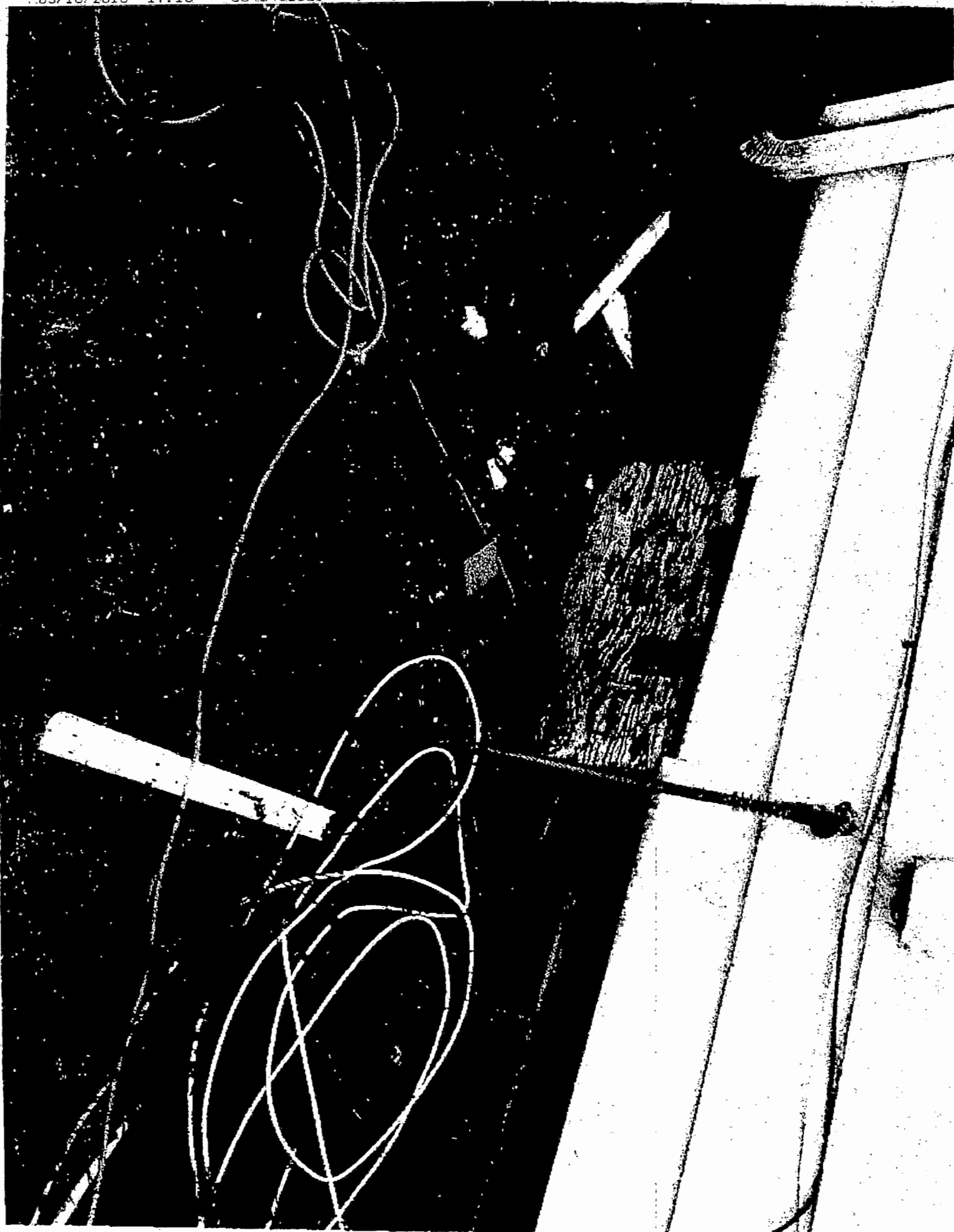
There is a health issue for this immediate area and an elementary school a block away due to the seasonal standing water.

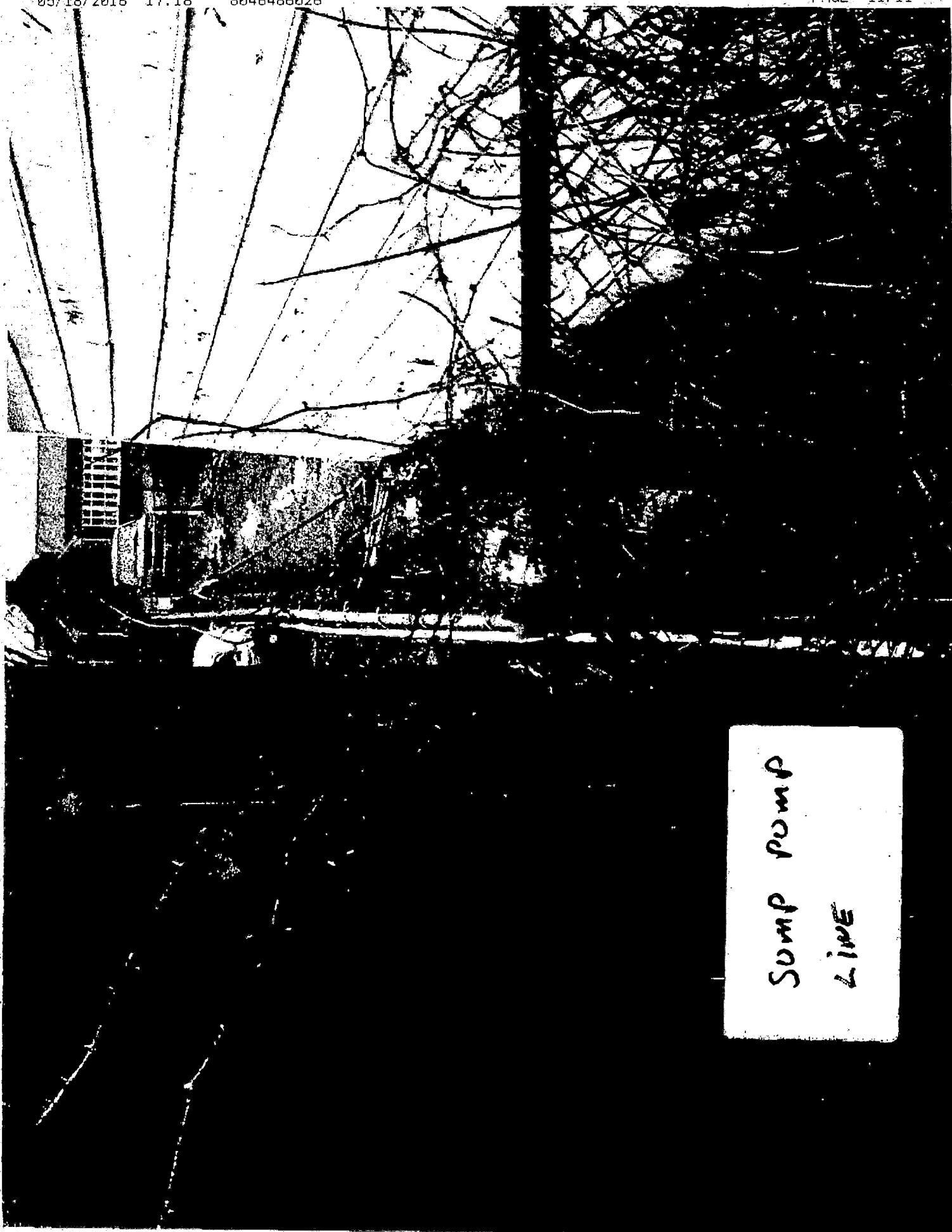












Sump Pump
LINE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029
JUL 15 2016

The Honorable Robert C. Scott
U.S. House of Representatives
400 North 8th Street, Suite 430
Richmond, Virginia 23219

Dear Representative Scott:

Thank you for your May 18, 2016 letter to the U.S. Environmental Protection Agency (EPA) on behalf of your constituent, Mr. *EX. 6*, concerning a drainage issue in eastern Henrico County. Mr. *EX. 6* states in the correspondence received through your office that stormwater runoff from a "county owned" alley is creating a water backup in the crawl spaces of properties bordering the alley. EPA Region III has contacted the Virginia Department of Environmental Quality (VADEQ) and Henrico County to investigate Mr. *EX. 6* claim.

As set forth under the Clean Water Act (CWA), EPA authorizes state environmental agencies as the first-line implementers of the National Pollutant Discharge Elimination System (NPDES) stormwater management programs. Once EPA authorizes a state's NPDES program, EPA's primary role is one of state oversight to ensure consistent national implementation of the federally authorized state program. VADEQ implements a federally authorized Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) program in the Commonwealth of Virginia which includes programmatic responsibility for stormwater management. However, authority to implement local stormwater management programs is further delegated from VADEQ to local-level agencies such as Henrico County. Henrico County is currently the delegated authority for implementing local stormwater management programs in the County. EPA's authority to intervene in state and local level program issues in a federally authorized program is limited to circumstances where the state and/or local agency has failed to adequately implement the NPDES program.

As part of the information collection process related to the EPA's investigation, EPA contacted VADEQ's Central Office and Piedmont Regional Office, and received additional historical background information on Mr. *EX. 6* complaint from Henrico County. EPA's investigation of Mr. *EX. 6* allegations has determined that Henrico County maintains primary jurisdiction for the stormwater management issues raised in Mr. *EX. 6* complaint, and the County has been actively engaged in an attempt to resolve Mr. *EX. 6* drainage issue. Information provided by VADEQ and Henrico County indicates that both agencies previously advised Mr. *EX. 6* that the drainage issue subject to the complaint is occurring on Mr. *EX. 6* private property, and is not the responsibility of the County or the Commonwealth. Furthermore, Henrico County conducted a topographical survey of Mr. *EX. 6* lot and

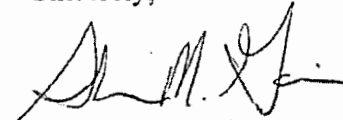


the surrounding areas, and provided Mr. ~~Ex-6~~; the survey as well as recommendations for improving drainage on this property. The County also offered Mr. ~~Ex-6~~ technical assistance including engineering solutions to address the drainage issues on his property. As of the date of this correspondence, Mr. ~~Ex-6~~ continues to dispute the determinations of VADEQ and Henrico County regarding jurisdictional responsibility in the matter.

Based upon the information provided by VADEQ and Henrico County, EPA has determined that the Commonwealth and the County have conducted a thorough investigation of the allegations presented by Mr. ~~Ex-6~~ and reached a program determination within the scope of their state/local NPDES authorities. EPA will not take further federal action to intervene based upon the current set of facts.

If you have any questions, please do not hesitate to contact me or have your staff contact Mr. Brian Hamilton, EPA's Virginia Liaison, at 215-814-5497.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn M. Garvin". The signature is stylized with a large initial "S" and a prominent "G".

Shawn M. Garvin
Regional Administrator

PATRICK E. MURPHY
18TH DISTRICT, FLORIDA

WASHINGTON OFFICE:
211 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3026
FAX: (202) 225-8398
www.patrickmurphy.house.gov



Congress of the United States
House of Representatives
Washington, DC 20515-0918

16-000-8747

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NATIONAL SECURITY AGENCY
AND CYBERSECURITY

May 23, 2016

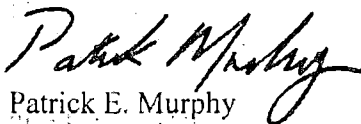
The Honorable Gina McCarthy, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Dear Administrator McCarthy:

As you know, EPA has set new lifetime exposure standards for drinking water on two perfluorinated chemicals (PFCs) – Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) – at 70 parts per trillion based on the latest peer-reviewed science. In light of the new standards, a facility in Stuart, Florida located in my district has tested above the advised levels for these PFCs, impacting 3.2 million gallons of drinking water every day. Given the potentially severe health impacts associated with prolonged and excessive exposure, I strongly urge EPA to work with the City of Stuart and the Florida Department of Environmental Protection to immediately notify the public about the contamination, take steps to protect my constituents from unsafe exposure, identify the source of the PFC pollution, develop a mitigation and cleanup plan, and oversee implementation. Furthermore, EPA should make recommendations for what my constituents can do to protect themselves and their families from unsafe exposure.

I will continue to closely monitor the situation, and I look forward to your timely response.

Sincerely,


Patrick E. Murphy
MEMBER OF CONGRESS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUL - 6 2016

The Honorable Patrick E. Murphy
House of Representatives
Washington, D.C. 20515

Dear Congressman Murphy:

Thank you for your May 23, 2016, letter to Ms. Gina McCarthy, Administrator of the U.S. Environmental Protection Agency. Your letter requests the EPA work with the City of Stuart (the City) and the Florida Department of Environmental Protection (FDEP), to address the recent detection of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS), in the public water system (PWS), at concentrations above the EPA's current combined drinking water health advisory level. Your letter has been forwarded to the EPA's Region 4 office in Atlanta, for response.

We believe that the FDEP and the City have moved proactively to address this public health issue. On May 18, 2016, the EPA provided the FDEP with a list of affected Florida PWSs, along with a summary of additional information pertinent to those systems. On the morning of May 19, we provided the FDEP with the new combined health advisory level of 70 parts per trillion (ppt) for PFOA and PFOS. Through-out the day we continued to transmit communication material to the FDEP, as it became available for release. Based on follow-up conversations with the FDEP, we understand that they continue to work expeditiously with the City, and other affected Florida PWSs, to take appropriate steps to address PFOA and PFOS contamination where needed.

To comply with the regulatory requirements of the EPA's Third Unregulated Contaminant Monitoring Rule (UCMR 3), on July 7, 2014, and March 12, 2015, the City's PWS sampled the drinking water entering the distribution system for PFOA and PFOS. PFOA was not detected in either sample (i.e. results for both samples were below the UCMR 3 Minimum Reporting Levels for PFOA of 0.02 ppb). In the July 7, 2014, sample PFOS was detected at concentrations of 180 ppt, and at 140 ppt in the March 12, 2015, sample. Upon release of the new health advisory, the FDEP quickly informed the City of the need to take additional samples to confirm the contamination, assess the level, scope and source of contamination and to inform the City of their next steps. As noted in the May 27, 2016, fact sheet issued by the City, the PWS expeditiously completed resampling of the entry point to the distribution system, and obtained laboratory analytical results for PFOA and PFOS that were below the new health advisory level. We understand that the City continues to work with the FDEP to investigate the occurrence of PFOA and PFOS in the water system, and take appropriate steps to address any occurrence that exceeds the new health advisory level in order to provide the best drinking water possible for residents. The EPA will continue to respond quickly to any requests for assistance that we receive from FDEP.

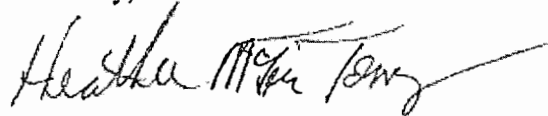
We recommend that consumers contact their local water supplier for up-to-date information about the levels of PFOA and PFOS in their drinking water. As of May 27, 2016, the City had reported recent results for PFOA and PFOS that were below the new health advisory level and indicated that its

customers did not need to take additional actions. The City has also indicated that more proactive measures will be taken to further reduce levels of these contaminants.

The EPA appreciates your concern for the potential impacts on the health of your constituents that could result from any elevated levels of PFOA or PFOS in drinking water supplied by the City's PWS, and we will continue to work with the FDEP to support their ongoing efforts.

If you have questions or need additional information from the EPA, please contact me or Allison Wise, in the Region 4 Office of Government Relations, at (404) 562-8327.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather McTeer Toney", with a long horizontal flourish extending to the right.

Heather McTeer Toney
Regional Administrator

CHARLES E. SCHUMER
NEW YORK

COMMITTEES:
JOINT ECONOMIC
BANKING
JUDICIARY
RULES
FINANCE

United States Senate

WASHINGTON, DC 20510

Administrator Gina McCarthy
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington D.C., 20460

May 4, 2016

Dear Administrator McCarthy,

Following the recent discovery by the City of Newburgh, New York of Perfluorooctane Sulfonate (PFOS) contamination in two local bodies of water, I strongly urge the U.S. Environmental Protection Agency (EPA) to use its technical expertise to quickly assist the community in testing their water for PFOS contamination. I encourage the EPA to assist Newburgh in determining the source of this PFOS contamination and to help them devise a remediation plan. In addition, it is critical that EPA releases an updated safety standard for PFOA and PFOS immediately, as the EPA has promised it would do so by spring of 2016.


In light of the recent news that the city has declared a water emergency due to the detection of elevated levels of PFOS in both Silver Stream and Washington Lake, I am requesting that EPA use their experience and resources to expeditiously help the community test all relevant water within the community and water system to help identify the extent of the contamination and determine its source.

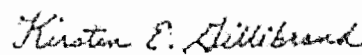
Perfluorooctane sulfonate (PFOS) is a man-made chemical that was commonly used in a wide variety of commercial and consumer products. PFOS is extremely persistent in the environment and resistant to natural forms of environmental degradation. The toxicity and bioaccumulation potential of PFOA can pose a serious risk to human health, which makes its presence in two Newburgh water bodies most concerning. This high level of contamination must be remediated as soon as possible in order to ensure the health and safety of the community. With the EPA's technical expertise and experience in dealing with drinking water contamination, I request that you immediately provide technical support to help the community investigate the full scope of the problem and assist with subsequent remediation as quickly as possible.

This development has cast considerable concern and created great uncertainty for the Newburgh community, with the potential impacts ranging from human health to the local economy. It is imperative that this uncertainty be quickly addressed by quickly identifying the scope of the problem and speedily implementing an effective remediation plan.

Again, I appreciate your work in protecting our nation's health and the quality of our drinking water. Thank you for your attention to this important request.

Sincerely,


Charles E. Schumer
United States Senator


Kirsten E. Gillibrand
United States Senator


SEAN PATRICK MALONEY
Member of Congress



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

JUN 27 2016

The Honorable Charles E. Schumer
U.S. Senate
Washington, D.C. 20510

Dear Senator Schumer:

Thank you for your May 4, 2016 letter requesting that the U.S. Environmental Protection Agency provide assistance to the City of Newburgh in testing their water supply for contamination with Perfluorooctane Sulfonate (PFOS). As you know there have been further developments on this issue in the last weeks.

On May 19, 2016, the U.S. Environmental Protection Agency established revised health advisories for PFOS and Perfluorooctanoic acid (PFOA) based on the agency's assessment of the latest peer-reviewed science. Health advisories provide technical guidance to drinking water system operators, state, tribal and local officials on health effects, analytical methodologies, and treatment technologies associated with drinking water contamination so that they can take the appropriate actions to protect their residents. The EPA has established the health advisory levels at 70 parts per trillion (ppt) to provide Americans, including the most sensitive populations, with a margin of protection over a lifetime of exposure to PFOA and PFOS from drinking water. When both PFOA and PFOS are found in drinking water, the EPA health advisory guideline suggests that both the individual and combined concentrations should not exceed the 70 ppt level.

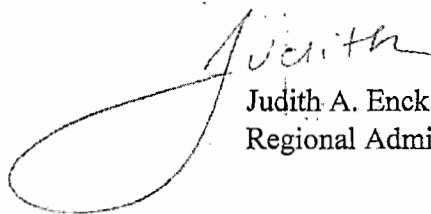
The City of Newburgh is no longer using Lake Washington as a drinking water source and is now connected to the Catskill Aqueduct water supply, in which no PFOS has been detected. The EPA is aware that using this water supply may have financial implications for the City of Newburgh. However, the State of New York has agreed to pay for this water supply on a temporary basis as well as the design of a granular activated carbon filtration system which may allow Lake Washington to once again be used as a source of drinking water for the city. The EPA is supporting the New York State Department of Health and the New York State Department of Environmental Conservation as they work closely with the City of Newburgh to ensure that there will be a safe drinking water supply for the residents of Newburgh and that appropriate measures are taken to locate and abate the source(s) of the PFOS contamination. In addition, the EPA remains committed to working with the State of New York under the Safe Drinking Water Act to protect public health and reduce exposure to PFOA and PFOS in drinking water in New York State.

On June 20 the City of Newburgh held a public meeting on the issue of PFOS in its water supply. I, along with representatives of state and county government, participated in the meeting. The EPA provided simultaneous translation services and a skilled facilitator for the meeting.

If you have any questions, please contact me at (212) 637-5000 or your staff may contact Michael McGowan, Chief of Intergovernmental and Community Affairs Branch, at (212) 637-4972 or mcgowan.michael@epa.gov.

Thank you for your work on this important health issue.

Sincerely,

A handwritten signature in dark ink, appearing to read "Judith", with a large, stylized loop extending from the bottom left of the signature.

Judith A. Enck
Regional Administrator

16-000-8195

KELLY A. AYOTTE
NEW HAMPSHIRE

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United States Senate

WASHINGTON, DC 20510
(202) 224-3324

144 RUSSELL BUILDING
WASHINGTON, DC 20510

1200 ELM STREET, SUITE 2
MANCHESTER, NH 03101

144 MAIN STREET
NASHUA, NH 03060

14 MANCHESTER SQUARE, SUITE 140
PORTSMOUTH, NH 03801

19 PLEASANT STREET, SUITE 13B
BERLIN, NH 03570

May 16, 2016

The Honorable Gina McCarthy
Administrator
Environmental Protection Agency
1200 Pennsylvania Ave, NW
Washington, DC 20460

Dear Administrator McCarthy:

I write regarding the ongoing perfluorooctanoic acid (PFOA) water contamination issue affecting several New Hampshire communities. The need for the Environmental Protection Agency (EPA) to address uncertainty regarding the level of PFOA in drinking water which should prompt treatment before the water is used is immediate and growing. My constituents have alerted me to research released on-line recently by Megan Romano, a postdoctoral scholar in the Brown University School of Public Health as part of a study lead by Joseph Braun, Brown University assistant professor of epidemiology, which reported that "women with the top quartile serum PFOA concentrations during pregnancy had a 77 percent greater risk of ending any breastfeeding by three months and a 41 percent greater risk of ending any breastfeeding by six months compared to women with the lowest quartile PFOA concentrations. These should be on our radar as chemicals that might be affecting women's ability to breastfeed.¹"


As you know, on March 28, 2016, as well as on April 15 and 19, I have written to the EPA urging the expedited release of the new health advisory standard for PFOA chemicals, as well as requesting detailed information as to when the new standard will be released. While my letters have been acknowledged, I have not yet received a substantive response to any of the questions presented. It is imperative that local officials and residents have the most accurate information to ensure the safety of water resources.

I reiterate my request for the expedited release of the long-term exposure health advisory standard for PFOA so that residents know whether their water is safe, local officials are able to respond to concerned residents, and water treatment professionals working to design treatment systems have a clearly defined objective.

¹ <https://news.brown.edu/articles/2016/05/pfoa>

Thank you for your attention to this critically important matter, I look forward to a prompt response.

Sincerely,

A handwritten signature in cursive script that reads "Kelly A. Ayotte". The signature is fluid and elegant, with the first letters of each word being capitalized and prominent.

Kelly A. Ayotte
U.S. Senator



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN 21 2016

OFFICE OF WATER

The Honorable Kelly A. Ayotte
United States Senate
Washington, D.C. 20510

Dear Senator Ayotte:

Thank you for your letters supporting development of lifetime drinking water health advisories for Perfluorooctanoic Acid. The U.S. Environmental Protection Agency is committed to working with states and public water systems under the Safe Drinking Water Act to protect public health and reduce exposure to PFOA and Perfluorooctane Sulfonate in drinking water.

On May 19, 2016, the EPA established health advisories for PFOA and PFOS based on the agency's assessment of the latest peer-reviewed science to provide drinking water system operators, and state, tribal and local officials with information on the health risks of these chemicals, so they can take the appropriate actions to protect their residents. The EPA has established the health advisory levels at 70 parts per trillion to provide Americans, including the most sensitive populations, with a margin of protection from a lifetime of exposure to PFOA and PFOS from drinking water. When both PFOA and PFOS are found in drinking water, the individual and combined concentrations should be compared with the 70 parts per trillion level.

Detailed information about the new advisories and the supporting science may be found at <https://www.epa.gov/ground-water-and-drinking-water/drinking-water-health-advisories-pfoa-and-pfos>. The new advisories replace the provisional health advisories that the agency issued in 2009 for PFOA and PFOS.

Again, thank you for your letter. If you have further questions, please contact me or your staff may contact Cathy Davis in the EPA's Office of Congressional and Intergovernmental Relations at Davis.CatherineM@epa.gov or (202) 564-2703.

Sincerely,

A handwritten signature in black ink, which appears to read "Joel Beauvais", is written over a horizontal line.

Joel Beauvais
Deputy Assistant Administrator